
Vegetative Management Services

Clarence Cannon Dam and Mark Twain Lake,
Ralls and Monroe Counties, Missouri

SPECIFICATIONS FOR

Vegetative Management Services

SOLICITATION NUMBER: DACW43-99-B-0212

This solicitation is Restricted to Small Business

**US Army Corps
Of Engineers
St. Louis District**

May 1999

Table Of Contents

Contract Requirements

DD Form 1707	Information To Offerors or Quoters
SF Form 33	Solicitation, Offer and Award
Section B	Supplies or Services and Prices/Costs
Section C	Description/Specification/Work Statement
Section E	Inspection and Acceptance
Section F	Deliveries or Performance
Section G	Contract Administration Data
Section H	Special Contract Requirements
Wage Rages	Missouri Wage Determination
Section I Index	Index of Section I
Section I	Contract Clauses
Section J	List Of Attachments
Section K	Representations, Certifications, and Other Statements Of Offerors
Section L	Instructions, Conditions, and Notices To Offerors
Section M	Evaluation Factors for Award

Plans

Appendix A	General Location Map
Appendix B1	Pre-use Pesticide Application Form
Appendix B2	Post-use Pesticide Application Form
Appendix C	Equipment List
Appendix D	Seedling Tree Planting
Appendix E	Experience Record
Appendix F	Accident Prevention Program Forms - 1
Appendix F	Accident Prevention Program Forms - 2
Appendix F	Accident Prevention Program Forms - 3
Appendix G	Seed List
Appendix H	Identification Requirement - 1
Appendix H	Identification Requirement - 2
Appendix H	Identification Requirement - 3
Appendix I	Quality Assurance Surveillance Plan

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER	2. (X one)
	<input checked="" type="checkbox"/> a. SEALED BID
	<input type="checkbox"/> b. NEGOTIATED (RFP)
DACW43-99-B-0212	<input type="checkbox"/> c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (*including attachments*). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (*Complete mailing address, including Zip Code*)

CONTRACTING DIVISION
USARMY ENGR DIST ST LOUIS
1222 SPRUCE ST RM 4.207
ST LOUIS, MO 63103- 2833

4. ITEMS TO BE PURCHASED (*Brief description*)

VEGETATIVE MANAGEMENT SERVICES AT VARIOUS LOCATIONS AT CLARENCE
CANNON DAM AND MARK TWAIN LAKE, MONROE AND RALLS COUNTIES,
MISSOURI

5. PROCUREMENT INFORMATION (*X and complete as applicable*)

	a. THIS PROCUREMENT IS UNRESTRICTED				
<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS A <u>100.0</u> % SET-ASIDE FOR ONE OF THE FOLLOWING (<i>X one</i>). (<i>See Section I of the Table of Contents in this solicitation for details of the set-aside.</i>)				
<input checked="" type="checkbox"/>	(1) Small Business	<input type="checkbox"/>	(2) Labor Surplus Area Concerns	<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

BIDS WILL BE OPENED IN ROOM 4.203, 4TH FLOOR, 1222 SPRUCE ST., ST. LOUIS
MISSOURI AT 11:00 AM, LOCAL TIME, 18 MAY 1999.

HAND CARRIED BIDS MUST BE DEPOSITED IN THE BID DEPOSITORY LOCATED ON
THE 4TH FLOOR, 1222 SPRUCE ST., ST. LOUIS, MISSOURI 63103-2833 IN ROOM 4.203
UNTIL 11:00 AM, LOCAL TIME, 18 MAY 1999.

ANY CONTRACTUAL QUESTIONS ON SUBJECT INVITATION SHOULD BE DIRECTED TO
MS REGINA PUCEL, ST. LOUIS DISTRICT OFFICE, TELEPHONE NO. 314-331-8509. ANY
TECHNICAL QUESTIONS ON SUBJECT INVITATION SHOULD BE DIRECTED TO
MR ALLEN MEHRER, TELEPHONE NO. 573-735-4097.

A SITE VISIT WILL BE HELD AT 10:00 AM, LOCAL TIME, 29 APRIL 1999 AT THE MARK
TWAIN PROJECT OFFICE, 20642 HIGHWAY J, MONROE CITY, MISSOURI 63456-9359.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (<i>Last, First, Middle Initial</i>) REGINA D. PUCEL A10	b. ADDRESS (<i>Include Zip Code</i>) CONTRACTING DIVISION, USARMY ENGR DIST ST LOUIS 1222 SPRUCE ST RM 4.207 ST LOUIS, MO 63103-2833
c. TELEPHONE NUMBER (<i>Include Area Code and Extension</i>) (<i>NO COLLECT CALLS</i>) 314-331-8509	

8. REASONS FOR NO RESPONSE (X all that apply)					
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/>	e. OTHER (Specify)				
9. MAILING LIST INFORMATION (X one)					
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.	
10. RESPONDING FIRM					
a. COMPANY NAME			b. ADDRESS (Include Zip Code)		
c. ACTION OFFICER					
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title		(3) Signature	
(4) Date Signed (YYMMDD)					

DD FORM 1707 REVERSE, MAR 90

FOLD

FOLD

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
DACW43-99-B-0212	
DATE (YYMMDD)	LOCAL TIME
990518	11:00 AM

TO CONTRACTING DIVISION
USARMY ENGR DIST ST. LOUIS
1222 SPRUCE ST RM 4.207
ST. LOUIS, MO 63103-2833

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 1 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DACW43-99-B-0212	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 04/14/99	6. REQUISITION/PURCHASE NUMBER W81C8X-8076-7877	
7. ISSUED BY CONTRACTING DIVISION, USARMY ENGR DIST ST LOUIS 1222 SPRUCE STREET, ROOM 4.207 ST. LOUIS, MISSOURI 63103		8. ADDRESS OFFER TO (If other than Item 7) (FOR E-MAIL PURPOSES ONLY) Regina.D.Pucel@mvs02.usace.army.mil			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION					
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 4.203</u> until <u>1100</u> local time <u>05/18/99</u> <div style="text-align: right;">(Hour) (Date)</div>					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:	A. NAME REGINA D. PUCEL		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. (314) 331-8509		C. E-MAIL ADDRESS SEE BLOCK 8

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	67
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	12	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	17	X	J	LIST OF ATTACHMENTS	1
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	11
X	F	DELIVERIES OR PERFORMANCE	1				
X	G	CONTRACT ADMINISTRATION DATA	1	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	8
X	H	SPECIAL CONTRACT REQUIREMENTS	12	X	M	EVALUATION FACTORS FOR AWARD	2

OFFER (Must be fully completed by offeror)				
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.				
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER EXT.			

AWARD (To be completed by Government)				
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION 96X3123 082413 2540001VJL002560 96233		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise) 24. ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE B3M0J00		25. PAYMENT WILL BE MADE BY CODE TOBO200		
MARK TWAIN LAKE PROJECT OFFICE 20642 HIGHWAY J MONROE CITY, MO 63456-9359		USACE FINANCE CENTER 7800 THIRD AVENUE MILLINGTON, TN 38054-5005		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

This Solicitation is for furnishing all labor, materials and equipment to perform vegetative management services at various locations at Clarence Cannon Dam and Mark Twain Lake, Salt River, Monroe and Ralls Counties, Missouri, in accordance with attached solicitation.

1. All prices must be on a firm basis.
2. Bidders must bid on all items. Failure to bid on any item will be cause for the Government to determine the bid non-responsive.
3. The following are the abbreviations listed in the U/I (Unit of Issue) column which apply to this solicitation.

AC - Acre	SF - Square Foot
LB - Pound	FT - Foot
TN - Ton	EA - Each
BU - Bushel	HD - Hundred

4. ESTIMATED QUANTITIES - The estimated quantity is defined as not varying more than ten percent (10%) above or below the estimated quantity as shown in the bidding schedule. See Section H, Paragraph H.1 entitled "ESTIMATED QUANTITY" for additional information.

5. RENEWAL OPTION NOTICE - This solicitation contains a renewal option clause. The renewal option(s) is (are) to be exercised at the discretion of the Government only and will be binding on the contractor if a decision is made by the Government to exercise its option(s). Bidders are advised that such options as may be exercised will be exercised at the unit prices bid for that specific renewal option year.

BASE YEAR

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
0001	Succession Control				
0001A	Mowing	300.00	AC		
0001B	Disking	100.00	AC		
0002	Plowing Services				
0002A	Chisel Plowing	200.00	AC		
0002B	Moldboard Plowing	100.00	AC		
0003	Disking Services				
0003A	Seedbed Disking	600.00	AC		
0003B	Incorporation Disking	600.00	AC		

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
0004	Planting Services				
0004A	Drilling (Contractor-Furnished)	100.00	AC		
0004B	Drilling (Government-Furnished)	100.00	AC		
0004C	No-Till Drilling	100.00	AC		
0004D	Planting	100.00	AC		
0004E	No-Till Planting	100.00	AC		
0004F	Broadcast Seeding	100.00	AC		
0005	Cultipacking				
0005A	Cultipacking (Contractor-Furnished)	150.00	AC		
0005B	Cultipacking (Government-Furnished)	50.00	AC		
0006	Fertilizing				
0006A	Fertilizer Application	300.00	AC		
0006B	Nitrogen (N)	2,400.00	LB		
0006C	Phosphate (P)	2,400.00	LB		
0006D	Potassium (K)	2,400.00	LB		
0007	Liming				
0007A	Lime Application	100.00	AC		
0007B	Lime	400.00	TN		
0008	Pesticide Application				
0008A	Grass/Weed Control	200.00	AC		
0008B	Woody Vegetation Control	70.00	AC		
0008C	Acquatic Weed Control	10,000.00	SF		
0009	Prescribed Burning				
0009A	Fire Lines	50,000.00	FT		
0009B	Burning Operations	200.00	AC		
0009C	Call-out (for Cancelled Burns)	3.00	EA		

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
0009D	Call-out (10 Acres or Less)	2.00	EA	_____	_____
0010	Seed				
0010A	Wheat (Winter)	200.00	BU	_____	_____
0010B	Milo (Red)	100.00	LB	_____	_____
0010C	Buckwheat	200.00	LB	_____	_____
0010D	Corn	50.00	LB	_____	_____
0010E	Proso-Millet-White	100.00	LB	_____	_____
0010F	Sunflower-Peredovik	200.00	LB	_____	_____
0010G	Lespedeza, Korean (Hulled)	200.00	LB	_____	_____
0010H	Red Clover	100.00	LB	_____	_____
0010I	LINE ITEM WILL NOT BE USED IN THE SCHEDULE				
0010J	Indian Grass-Rumsey	175.00	LB	_____	_____
0010K	Big Bluestem, Roundtree	100.00	LB	_____	_____
0010L	Little Bluestem, Aldon	100.00	LB	_____	_____
0010M	Switchgrass, Blackwell	150.00	LB	_____	_____
0011	Seedling Tree Planting				
0011A	Mechanical Tree Planting	200.00	HD	_____	_____
0011B	Hand Tree Planting	100.00	HD	_____	_____
0012	Tree Seed Planting	100.00	AC	_____	_____
0013	Soil Test	50.00	EA	_____	_____

TOTAL BASE YEAR \$ _____

OPTION YEAR NO. 1

1001	Succession Control				
1001A	Mowing	300.00	AC	_____	_____
1001B	Disking	100.00	AC	_____	_____
1002	Plowing Services				

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
1002A	Chisel Plowing	200.00	AC		
1002B	Moldboard Plowing	100.00	AC		
1003	Disking Services				
1003A	Seedbed Disking	600.00	AC		
1003B	Incorporation Disking	600.00	AC		
1004	Planting Services				
1004A	Drilling (Contractor- Furnished)	100.00	AC		
1004B	Drilling (Government- Furnished)	100.00	AC		
1004C	No-Till Drilling	100.00	AC		
1004D	Planting	100.00	AC		
1004E	No-Till Planting	100.00	AC		
1004F	Broadcast Seeding	100.00	AC		
1005	Cultipacking				
1005A	Cultipacking (Contractor- Furnished)	150.00	AC		
1005B	Cultipacking (Government- Furnished)	50.00	AC		
1006	Fertilizing				
1006A	Fertilizer Application	300.00	AC		
1006B	Nitrogen (N)	2,400.00	LB		
1006C	Phosphate (P)	2,400.00	LB		
1006D	Potassium (K)	2,400.0	LB		
1007	Liming				
1007A	Lime Application	100.00	AC		
1007B	Lime	400.00	TN		
1008	Pesticide Application				
1008A	Grass/Weed Control	200.00	AC		

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
1008B	Woody Vegetation Control	70.00	AC		
1008C	Acquatic Weed Control	10,000.00	SF		
1009	Prescribed Burning				
1009A	Fire Lines	50,000.00	FT		
1009B	Burning Operations	200.00	AC		
1009C	Call-out (for Cancelled Burns)	3.00	EA		
1009D	Call-out (10 Acres or Less)	2.00	EA		
1010	Seed				
1010A	Wheat (Winter)	200.00	BU		
1010B	Milo (Red)	100.00	LB		
1010C	Buckwheat	200.00	LB		
1010D	Corn	50.00	LB		
1010E	Proso-Millet-White	100.00	LB		
1010F	Sunflower-Peredovik	200.00	LB		
1010G	Lespedeza, Korean (Hulled)	200.00	LB		
1010H	Red Clover	100.00	LB		
1010I	LINE ITEM WILL NOT BE USED IN THE SCHEDULE				
1010J	Indian Grass-Rumsey	175.00	LB		
1010K	Big Bluestem, Roundtree	100.00	LB		
1010L	Little Bluestem, Aldon	100.00	LB		
1010M	Switchgrass, Blackwel	1,150.00	LB		
1011	Seedling Tree Planting				
1011A	Mechanical Tree Planting	200.00	HD		
1011B	Hand Tree Planting	100.00	HD		
1012	Tree Seed Planting	100.00	AC		
1013	Soil Test	50.00	EA		
TOTAL OPTION YEAR NO. 1				\$	

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
OPTION YEAR NO. 2					
2001	Succession Control				
2001A	Mowing	300.00	AC		
2001B	Disking	100.00	AC		
2002	Plowing Services				
2002A	Chisel Plowing	200.00	AC		
2002B	Moldboard Plowing	100.00	AC		
2003	Disking Services				
2003A	Seedbed Disking	600.00	AC		
2003B	Incorporation Disking	600.00	AC		
2004	Planting Services				
2004A	Drilling (Contractor- Furnished)	100.00	AC		
2004B	Drilling (Government- Furnished)	100.00	AC		
2004C	No-Till Drilling	100.00	AC		
2004D	Planting	100.00	AC		
2004E	No-Till Planting	100.00	AC		
2004F	Broadcast Seeding	100.00	AC		
2005	Cultipacking				
2005A	Cultipacking (Contractor- Furnished)	150.00	AC		
2005B	Cultipacking (Government- Furnished)	50.00	AC		
2006	Fertilizing				
2006A	Fertilizer Application	300.00	AC		
2006B	Nitrogen (N)	2,400.00	LB		
2006C	Phosphate (P)	2,400.00	LB		
2006D	Potassium (K)	2,400.00	LB		

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
2007	Liming				
2007A	Lime Application	100.00	AC		
2007B	Lime	400.00	TN		
2008	Pesticide Application				
2008A	Grass/Weed Control	200.00	AC		
2008B	Woody Vegetation Control	70.00	AC		
2008C	Acquatic Weed Control	10,000.00	SF		
2009	Prescribed Burning				
2009A	Fire Lines	50,000.00	FT		
2009B	Burning Operations	200.00	AC		
2009C	Call-out (for Cancelled Burns)	3.00	EA		
2009D	Call-out (10 Acres or Less)	2.00	EA		
2010	Seed				
2010A	Wheat (Winter)	200.00	BU		
2010B	Milo (Red)	100.00	LB		
2010C	Buckwheat	200.00	LB		
2010D	Corn	50.00	LB		
2010E	Proso-Millet-White	100.00	LB		
2010F	Sunflower-Peredovik	200.00	LB		
2010G	Lespedeza, Korean (Hulled)	200.00	LB		
2010H	Red Clover	100.00	LB		
2010I	LINE ITEM WILL NOT BE USED IN THE SCHEDULE				
2010J	Indian Grass-Rumsey	175.00	LB		
2010K	Big Bluestem, Roundtree	100.00	LB		
2010L	Little Bluestem, Aldon	100.00	LB		
2010M	Switchgrass, Blackwell	150.00	LB		
2011	Seedling Tree Planting				
2011A	Mechanical Tree Planting	200.00	HD		

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
2011B	Hand Tree Planting	100.00	HD	_____	_____
2012	Tree Seed Planting	100.00	AC	_____	_____
2013	Soil Test	50.00	EA	_____	_____
TOTAL OPTION YEAR NO. 2				\$	_____

OPTION YEAR NO. 3

3001	Succession Control				
3001A	Mowing	300.00	AC	_____	_____
3001B	Disking	100.00	AC	_____	_____
3002	Plowing Services				
3002A	Chisel Plowing	200.00	AC	_____	_____
3002B	Moldboard Plowing	100.00	AC	_____	_____
3003	Disking Services				
3003A	Seedbed Disking	600.00	AC	_____	_____
3003B	Incorporation Disking	600.00	AC	_____	_____
3004	Planting Services				
3004A	Drilling (Contractor- Furnished)	100.00	AC	_____	_____
3004B	Drilling (Government- Furnished)	100.00	AC	_____	_____
3004C	No-Till Drilling	100.00	AC	_____	_____
3004D	Planting	100.00	AC	_____	_____
3004E	No-Till Planting	100.00	AC	_____	_____
3004F	Broadcast Seeding	100.00	AC	_____	_____
3005	Cultipacking				
3005A	Cultipacking (Contractor- Furnished)	150.00	AC	_____	_____
3005B	Cultipacking (Government- Furnished)	50.00	AC	_____	_____

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
3006	Fertilizing				
3006A	Fertilizer Application	300.00	AC		
3006B	Nitrogen (N)	2,400.00	LB		
3006C	Phosphate (P)	2,400.00	LB		
3006D	Potassium (K)	2,400.00	LB		
3007	Liming				
3007A	Lime Application	100.00	AC		
3007B	Lime	400.00	TN		
3008	Pesticide Application				
3008A	Grass/Weed Control	200.00	AC		
3008B	Woody Vegetation Control	70.00	AC		
3008C	Acquatic Weed Control	10,000.00	SF		
3009	Prescribed Burning				
3009A	Fire Lines	50,000.00	FT		
3009B	Burning Operations	200.00	AC		
3009C	Call-out (for Cancelled Burns)	3.00	EA		
3009D	Call-out (10 Acres or Less)	2.00	EA		
3010	Seed				
3010A	Wheat (Winter)	200.00	BU		
3010B	Milo (Red)	100.00	LB		
3010C	Buckwheat	200.00	LB		
3010D	Corn	50.00	LB		
3010E	Proso-Millet-White	100.00	LB		
3010F	Sunflower-Peredovik	200.00	LB		
3010G	Lespedeza, Korean (Hulled)	200.00	LB		
3010H	Red Clover	100.00	LB		
3010I	LINE ITEM WILL NOT BE USED IN THE SCHEDULE				
3010J	Indian Grass-Rumsey	175.00	LB		
3010K	Big Bluestem, Roundtree	100.00	LB		

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
3010L	Little Bluestem, Aldon	100.00	LB		
3010M	Switchgrass, Blackwell	150.00	LB		
3011	Seedling Tree Planting				
3011A	Mechanical Tree Planting	200.00	HD		
3011B	Hand Tree Planting	100.00	HD		
3012	Tree Seed Planting	100.00	AC		
3013	Soil Test	50.00	EA		
TOTAL OPTION YEAR NO. 3				\$	

OPTION YEAR NO. 4

4001	Succession Control				
4001A	Mowing	300.00	AC		
4001B	Disking	100.00	AC		
4002	Plowing Services				
4002A	Chisel Plowing	200.00	AC		
4002B	Moldboard Plowing	100.00	AC		
4003	Disking Services				
4003A	Seedbed Disking	600.00	AC		
4003B	Incorporation Disking	600.00	AC		
4004	Planting Services				
4004A	Drilling (Contractor-Furnished)	100.00	AC		
4004B	Drilling (Government-Furnished)	100.00	AC		
4004C	No-Till Drilling	100.00	AC		
4004D	Planting	100.00	AC		
4004E	No-Till Planting	100.00	AC		
4004F	Broadcast Seeding	100.00	AC		
4005	Cultipacking				
4005A	Cultipacking (Contractor-	150.00	AC		

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
	Furnished)				
4005B	Cultipacking (Government-Furnished)	50.00	AC		
4006	Fertilizing				
4006A	Fertilizer Application	300.00	AC		
4006B	Nitrogen (N)	2,400.00	LB		
4006C	Phosphate (P)	2,400.00	LB		
4006D	Potassium (K)	2,400.00	LB		
4007	Liming				
4007A	Lime Application	100.00	AC		
4007B	Lime	400.00	TN		
4008	Pesticide Application				
4008A	Grass/Weed Control	200.00	AC		
4008B	Woody Vegetation Control	70.00	AC		
4008C	Acquatic Weed Control	10,000.00	SF		
4009	Prescribed Burning				
4009A	Fire Lines	50,000.00	FT		
4009B	Burning Operations	200.00	AC		
4009C	Call-out (for Cancelled Burns)	3.00	EA		
4009D	Call-out (10 Acres or Less)	2.00	EA		
4010	Seed				
4010A	Wheat (Winter)	200.00	BU		
4010B	Milo (Red)	100.00	LB		
4010C	Buckwheat	200.00	LB		
4010D	Corn	50.00	LB		
4010E	Proso-Millet-White	100.00	LB		
4010F	Sunflower-Peredovik	200.00	LB		
4010G	Lespedeza, Korean (Hulled)	200.00	LB		
4010H	Red Clover	100.00	LB		

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
4010I	LINE ITEM WILL NOT BE USED IN THE SCHEDULE				
4010J	Indian Grass-Rumsey	175.00	LB		
4010K	Big Bluestem, Roundtree	100.00	LB		
4010L	Little Bluestem, Aldon	100.00	LB		
4010M	Switchgrass, Blackwell	150.00	LB		
4011	Seedling Tree Planting				
4011A	Mechanical Tree Planting	200.00	HD		
4011B	Hand Tree Planting	100.00	HD		
4012	Tree Seed Planting	100.00	AC		
4013	Soil Test	50.00	EA		
TOTAL OPTION YEAR NO. 4				\$	
BASE YEAR AND OPTION YEARS					
GRAND TOTAL				\$	

END OF SECTION B

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. GENERAL.

1.1 SCOPE OF WORK. Work shall consist of furnishing all labor, equipment, materials, and supplies except as otherwise provided for herein to satisfactorily perform succession control, plowing, disking, planting, cultipacking, fertilizing, liming, prescribed burning, pesticide application, seedling tree planting services, tree seed planting service, soil testing and supply seed to various locations around Mark Twain Lake in accordance with the specifications contained herein. All work shall be performed to the satisfaction of the Contracting Officer.

1.2 DEFINITIONS. As used throughout this Description/Specifications/Work Statement, the following terms shall have the meaning set forth below:

1.2.1 CALIPER. The diameter of a tree trunk measured six (6) inches above the ground. Applies to trees four (4) inches in diameter and smaller.

1.2.2 CONTRACTOR. The "Contractor" is the individual whose bid was accepted by the U.S. Army Corps of Engineers and who has gained the responsibility of performing the duties governed by the specifications of this contract. The Contractor shall be responsible for ensuring all subcontractors comply with the provisions of this contract.

1.2.3 CONTRACTING OFFICER. The term "Contracting Officer" shall mean the person executing this contract on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term shall include, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

1.2.4 PESTICIDE. The term "pesticide" means (1) any substance or mixture of substances intended for preventing, destroying, repelling any pest and (2) any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant, this includes fungicides, herbicides, insecticides, larvicides and rodenticides.

1.3 SAFETY. All work shall be performed in accordance with safety requirements set forth in Corps of Engineers Manual, EM 385-1-1, dated 3 September 1996 entitled "Safety and Health Requirements Manual", copies of which are available at the Mark Twain Lake Project Office. See also SECTION H., "Special Contract Requirements". Any equipment or material found not in conformity with the requirements of this contract shall be removed from Government property immediately.

1.4 NORMAL WORKING DAY. Normal working days for the Contractor shall be Monday through Friday (0700-1630 hours), except as specifically approved in advance by the Contracting Officer. All federal holidays shall be observed by the Contractor and no work on site will be permitted without specific approval by the Contracting Officer.

1.5 LOCATION. Work shall be performed at Clarence Cannon Dam and Mark Twain Lake, Ralls and Monroe Counties,, Missouri (see Appendix A for general location). A meeting of the Contractor or his Quality Control Manager and the Contracting Officer will be scheduled at the work site the day before work commences for the purpose of locating work areas and boundaries. Specific boundaries of all fields will be established by the Contracting Officer to meet the size requirements.

1.6 ACCESS. The Contractor shall be responsible for access to, into, and through all locations. Access to locations may or may not be through locked barricades or gates, through Government or private property.

1.6.1 GOVERNMENT LAND ACCESS. Access into and through Government property shall be by routes approved by the Contracting Officer in advance prior to entry. The Contractor shall cut, subject to approval of the Contracting Officer, downed trees, brush and/or branches to allow passage of equipment along approved routes.

1.6.2 GOVERNMENT BARRICADES OR GATES. Access through Government locked barricades or gates will be provided by the Government to the Contractor provided that notification is given a minimum of 24 hours in advance. It shall be the responsibility of the Contractor to lock all gates or barricades while in an area and when leaving an area. NOTE: The maximum width of several gates is twelve (12) feet. The Contractor shall have equipment of suitable size to access these locations.

1.6.3 PRIVATE PROPERTY ACCESS. The Contractor shall secure and obtain the consent of the owner, his representative, or agent all necessary right-of- entry permits prior to effecting entry into private property in conjunction with the performance of this contract at no cost to the Government.

1.7 UTILITIES. Water and electricity required in the performance of this contract can be obtained where utilities are available from Government sources within the areas or from other sources approved by the Contracting Officer.

2. DESCRIPTION OF THE WORK.

2.1 GENERAL. The Contractor shall perform succession control, plowing, disking, planting, cultipacking, fertilizing, liming, prescribed burning, pesticide application, seedling tree planting services, tree seed planting, soil testing services and supply seed to various locations around Mark Twain Lake in accordance with specifications contained herein.

2.2 SUCCESSION CONTROL SERVICES. The Contractor shall perform succession control services including succession control mowing and succession control disking in accordance with specifications contain herein.

2.2.1 SUCCESSION CONTROL MOWING. The Contractor shall mow all weeds, grasses and woody vegetation up to one and one half (1-1/2) inch caliper in all areas to a height of not more than six (6) inches or less than four (4) inches from ground level in the designated work area. Mowing will not be permitted when ground conditions are such that mowing operations will cause wheel rutting. The Contractor shall operate equipment in such a manner that will prevent the wheels from tearing the ground surface on turns. Each pass with the mowing equipment shall overlap the previous pass so that no uncut

strips of vegetation remain. Areas will be designated by the Contracting Officer's Representative (COR). NOTE: The Contractor may be required to mow around small areas of vegetation within the contract limits in order to preserve vegetation in its existing condition.

2.2.1.1 MEASUREMENT AND PAYMENT. Measurement for succession control mowing will be made by the acre. Payment will be made at the contract unit price per acre for "Succession Control: '1A. Mowing'" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform succession control mowing.

2.2.2 SUCCESSION CONTROL DISKING. The Contractor shall perform succession control disking by uniformly disking herbaceous and woody vegetation up to one and one half (1-1/2) inch caliper in the designated work area. One or more passes shall be made over each area with each pass overlapping the previous pass until no ground is left unturned within the designated work area and a minimum of 95% of the standing vegetation is cut. Succession control disking shall be performed with an offset, gang-type disk having a minimum cutting depth of eight (8) inches. The disk shall be properly maintained so all bearings turn freely and disc blades are sharp enough to properly cut the vegetation. NOTE: The Contractor may be required to disk around small areas of vegetation within the contract limits in order to preserve vegetation in its existing condition.

2.2.2.1 MEASUREMENT AND PAYMENT. Measurement for succession control disking will be made by the acre. Payment will be made at the contract unit price per acre for "Succession Control: '1B. Disking'" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Succession Control Disking.

2.3 PLOWING SERVICES. The Contractor shall perform plowing services including chisel plowing and moldboard plowing in accordance with specifications contained herein.

2.3.1 CHISEL PLOWING SERVICES. The Contractor shall provide chisel plowing services consisting of primary or secondary tillage of a site in areas designated by the COR. Work shall include turning over soil, sod, brush, and other ground surface material to a minimum depth of five (5) inches and not more than ten (10) inches below ground level. The Contractor shall make one pass with the chisel plow over the entire area to be chiseled. Each pass of the chisel plow shall overlap the previous pass so that the entire area has been plowed and no strips of unturned ground remain in the designated work area. Chisel plowing will be performed on the contour of the land or as directed by the Contracting Officer. Areas will be designated by the COR. NOTE: The Contractor may be required to chisel plow around small areas of vegetation within the contract limits in order to preserve vegetation in its existing condition.

2.3.1.1 MEASUREMENT AND PAYMENT. Measurement for chisel plowing will be made by the acre. Payment will be made at the contract unit price per acre for "2A. Chisel Plowing" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Chisel Plowing Services.

2.3.2 MOLDBOARD PLOWING SERVICES. The Contractor shall provide moldboard plowing services consisting of thoroughly plowing and turning over soil, sod, brush, and other ground surface materials to a minimum depth of four

(4) inches and not more than eight (8) inches below ground level in the designated work area. The Contractor shall make one pass with the plow over the entire area. Each pass of the moldboard plow shall overlap the previous pass so that the entire area has been plowed and no unturned ground remains in the designated work area. Plow lines, lands and/or furrows will be established by the Contracting Officer. NOTE: The Contractor may be required to moldboard plow around small areas of vegetation within the contract limits in order to preserve vegetation in its existing condition.

2.3.2.1 MEASUREMENT AND PAYMENT. Measurement for moldboard plowing will be made by the acre. Payment will be made at the contract unit price per acre for "2B. Moldboard Plowing" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Moldboard Plowing Services.

2.5 DISKING SERVICES. The Contractor shall perform disking services including seedbed disking and incorporation disking in accordance with specifications contained herein.

2.5.1 SEED BED DISKING. The Contractor shall provide seedbed disking services consisting of disking previously disturbed or not previously disturbed ground for preparation of seedbed. The contractor shall make two (2) or more passes with the disk over the entire area with each pass overlapping the previous pass so that no undisked strips of ground remain within the specified work area. Surface materials shall be cut and turned under until no dirt clods with a diameter greater than two (2) inches are present. NOTE: The Contractor may be required to disk around small areas of vegetation within the contract limits in order to preserve vegetation in its existing condition. Area will be designated by the COR.

2.5.1.1 MEASUREMENT AND PAYMENT. Measurement for seedbed disking will be made by the acre. Payment will be made at the contract unit price per acre for "3A. Seedbed Disking" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Seed Bed Disking Services.

2.5.2 INCORPORATION DISKING SERVICES. The Contractor shall provide incorporation disking services consisting of disking plowed ground for incorporation of broadcast seeding. The contractor shall make one (1) pass with the disk over the entire area so that no undisked strips of ground remain within the specified work area. Areas will be designated by the COR. NOTE: The Contractor may be required to disk around small areas of vegetation within the contract limits in order to preserve vegetation in its existing condition.

2.5.2.1 MEASUREMENT AND PAYMENT. Measurement for incorporation disking will be made by the acre. Payment will be made at the contract unit price per acre for "3B. Incorporation Disking" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Incorporation Disking Services.

2.6 PLANTING SERVICES. The Contractor shall perform planting services consisting of planting grain or grass seed on a seedbed. The methods of planting may be either planting, broadcasting or drilling as directed by the Contracting Officer. Area to plant will be designated by the COR. The Contractor shall completely and evenly plant the specified seed at a specified rate over the entire planting area as directed in the delivery order. Seed

shall be provided by the Contractor as described in Paragraph 2.12 and shall be picked up and delivered by the Contractor to the specified site.

2.6.1 DRILLING. The Contractor shall evenly drill specified seed at a specified rate in designated work areas. Drills shall plant seed within the upper one half (1/2) inch of the seedbed and in rows not to exceed twelve (12) inches apart. The Government will provide a grass drill to the Contractor for use in planting Warm Season Grasses in connection with work in this contract.

2.6.1.1 MEASUREMENT AND PAYMENT. Measurement for planting, drilling will be made by the acre. Payment will be made at the contract unit price per acre for "Planting, '4A Drilling - Contractor furnished' or '4B Drilling - Government-furnished" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Planting, Drilling Services.

2.6.2 NO-TILL DRILLING. The Contractor shall evenly no-till drill specified seed at a specified rate in designated work areas. No-till drills shall plant seed within the upper one-half (1/2) inch of the seedbed and in rows not-to-exceed twelve (12) inches apart. Drills shall be capable of planting in no-till or minimum till situations where cropping or chisel plowing has previously taken place.

2.6.2.1 Measurement for planting, no-till drilling will be made by the acre. Payment will be made at the contract unit price per acre for "Planting, '4C No-Till Drilling'" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Planting, No-Till Drilling Services

2.6.3 PLANTING. The Contractor shall evenly plant with a planter specified seed at a specified rate in designated work areas. Planters shall be capable of sowing seed between three (3) and twelve (12) inches apart within the rows and shall be adjusted so that row width shall not exceed forty (40) inches maximum.

2.6.3.1 MEASUREMENT AND PAYMENT. Measurement for planting will be made by the acre. Payment will be made at the contract unit price per acre for "4D Planting" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Planting Services.

2.6.4 NO-TILL PLANTING. Using a no-till planter, the Contractor shall evenly plant specified seed at a specified rate in designated work areas. Planters must be capable of planting in no-till or minimum till situations where cropping or chisel plowing has previously taken place. No-till planters shall be capable of sowing sunflower seeds between three (3) and twelve (12) inches apart within the rows. Planters shall be adjusted so that row width shall not exceed a maximum of forty (40) inches.

2.6.4.1 MEASUREMENT AND PAYMENT. Measurement for no-till planting will be made by the acre. Payment will be made at the contract unit price per acre for "4E No-Till Planting" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform No-Till Planting Services.

2.6.5 BROADCAST SEEDING. The Contractor evenly broadcast specified seed at a specified rate in designated work areas. Seeders must be capable of

seeding in no-till or minimum till situations where cropping may or may not have previously taken place. Seeders shall be the gravity broadcast centrifugal type capable of calibrating small legume seed in pounds per acre

2.6.5.1 MEASUREMENT AND PAYMENT. Measurement for planting, broadcast seeding will be made by the acre. Payment will be made at the contract unit price per acre for "Planting, '4F Broadcast Seeding'" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Planting, Broadcast Seeding Services.

2.7 CULTIPACKING. The Contractor shall perform cultipacking services consisting of rolling over the ground with an agricultural cultipacker in order to break up clods and firm the seedbed to improve moisture availability and insure adequate seed contact with the soil. The Contractor shall make one (1) pass over the entire area so that no area is missed. The Government will furnish a cultipacker if necessary in connection with work in this contract. Areas will be designated by the COR.

2.7.1 MEASUREMENT AND PAYMENT. Measurement for cultipacking will be made by the acre. Payment will be made at the contract unit price per acre for "5A Cultipacking - Contractor furnished" or "5B Cultipacking-Government furnished", which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Cultipacking Services.

2.8 FERTILIZING. The Contractor shall perform fertilizing services in accordance with specifications contained herein. Fertilizing services shall include fertilizer application, and supply of fertilizer.

2.8.1 FERTILIZER APPLICATION. The Contractor shall perform fertilizer application services consisting of completely and uniformly applying various fertilizer mixtures by broadcasting at rates specified by the Contracting Officer. Areas will be designated by the COR.

2.8.1.1 MEASUREMENT AND PAYMENT. Measurement for fertilizer application will be made by the acre. Payment will be made at the contract unit price per acre for "6A Fertilizer Application" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Fertilizer Application Services.

2.8.2 FERTILIZER SUPPLY. The Contractor shall supply various quantities of fertilizer mixtures including purchase and delivery to locations designated by the Contracting Officer. Fertilizer to be supplied shall be specified mixtures of Nitrogen (N), Phosphate (P), and Potassium (K). The Contractor shall provide copies of fertilizer receipts to the Contracting Officer within 24 hours of completion of work.

2.8.2.1 MEASUREMENT AND PAYMENT. Measurement for fertilizer supply will be made by the pound. Payment for fertilizer will be made at the contract unit price per pound for "Fertilizer Supply "6B Nitrogen (N)", "6C Phosphate (P)", and "6D Potassium (K)", which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Fertilizer Supply Services.

2.9 LIMING. The Contractor shall perform liming services in accordance with specifications contained herein. Liming services shall include lime application and supply.

2.9.1 LIME APPLICATION. The Contractor shall perform lime application services consisting of completely and uniformly applying crushed lime by broadcasting at rates specified by the Contracting Officer. Areas will be designated by the COR. At least 24 hours prior to spreading lime, the Contractor shall notify the Contracting Officer.

2.9.1.1 MEASUREMENT AND PAYMENT. Measurement for limestone application will be made by the acre. Payment will be made at the contract unit price per acre for "7A Lime Application" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Lime Application Services.

2.9.2 LIME. The Contractor shall supply various quantities of crushed lime including purchase and delivery to locations designated by the Contracting Officer. Lime shall be agricultural grade material. Contractor shall furnish a copy of the receipts to the Contracting Officer 24 hours prior to start of work furnishing the following information:

- a. Guaranteed ENM (Effective Neutralizing Material)
- b. Date of purchase
- c. Total weight of load
- d. Signature of vendor

2.9.2.1 MEASUREMENT AND PAYMENT. Measurement for lime will be made by the ton. Payment will be made at the contract unit price per ton for "7B Lime" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Lime Services.

2.10 PESTICIDE APPLICATION. The Contractor shall perform pesticide application services in accordance with all local, state and federal laws, manufacturer's recommendations, and in accordance with specifications contained herein.

2.10.1 GENERAL. Application of all pesticides shall be under the supervision of a Contractor employee possessing an applicable current Missouri Commercial Pesticide Applicator's License, copies of which shall be submitted to the Contracting Officer prior to commencement of work. The Contractor shall use only "general use" pesticides bearing E.P.A. registration numbers. The use of "restricted use" pesticides is strictly prohibited. All pesticides shall be applied, mixed, stored and disposed of in strict compliance with label directions and federal, state, and local laws.

2.10.2 PESTICIDE USAGE. The Contractor shall provide accurate records of all pesticides used on public lands. The Contractor shall submit for approval a completed pre-use pesticide application form (Appendix B-1) for each pesticide prior to application. The Contractor must allow a minimum of one week for approval. If approved, the Contractor will be required to submit a completed post-use pesticide application form (Appendix B-2) for all pesticides actually applied. This form shall be completed and submitted no more than 48 hours after completion of the application.

2.10.3 APPLICATION. The Contractor shall mix and apply all pesticides according to the E.P.A. approved label instructions in areas designated by COR. While mixing and applying pesticides, the Contractor's employees shall wear the E.P.A. recommended safety equipment and clothing. Pesticides shall be applied uniformly over the entire area to be treated and care shall be taken to insure that chemicals are not allowed to affect non-targeted areas. The Contractor shall be liable for any damage resulting from improper use of pesticides. When pre-emergent pesticides are used they must be compatible with crop plants. The Contractor shall be required to apply pesticides capable of controlling grass/weeds, woody vegetation, and aquatic weed control. The Contractor must achieve a ninety (90%) percent effective kill of the target species. The Government will inspect thirty (30) days after pesticide application to insure the minimum kill rate has been achieved. Unsuccessful pesticide applications will be corrected by the Contractor at no additional cost to the Government.

2.10.3.1 MEASUREMENT AND PAYMENT. Measurement for pesticide application will be made by the acre for grass/weed control and woody vegetation control, and by the square foot for aquatic weed control. Payment will be at the contract price per acre or square foot for "Pesticide Application: "8A Grass/Weed Control", "8B Woody Vegetation Control", or "8C Aquatic Weed Control", which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Pesticide Application Services.

2.11 PRESCRIBED BURNING. The Contractor shall prepare fire lines and perform burning operations as directed by the Contracting Officer and in accordance with specifications contained herein.

2.11.1 FIRE LINES. The Contractor shall prepare fire lines by mowing, disking, and seeding a strip no less than twelve (12) feet wide around the perimeter of fields designated for burning.

2.11.1.1 MOWING. The Contractor shall mow all weeds, grasses and woody vegetation up to one and one half (1-1/2) inch caliper in all areas to a height of not more than four (4) inches from ground level in the designated work area.

2.11.1.2 DISKING. Upon completion of mowing, the Contractor shall disk the entire line a minimum of two (2) times in order to turn surface materials under and prepare a seedbed. A target exposure of ninety (90%) percent bare mineral soil for the entire perimeter of line shall be achieved. The disk used by the Contractor shall at a minimum be an offset, gang-type disk having a minimum cutting depth of eight (8) inches. The disk shall be properly maintained so all bearings turn freely and disc blades are sharp enough to properly cut and overturned the vegetation and soil.

2.11.1.3 SEEDING. After fertilizing, the Contractor shall evenly broadcast winter wheat seed at a rate of three (3) bushels per acre and/or evenly broadcast cool season grasses or legumes as specified in the delivery order over the entire line. All seed will be supplied as described in paragraph 2.12.

2.11.1.4 MEASUREMENT AND PAYMENT. Measurement for prescribed burning, fire lines will be made by the linear foot. Payment will be made at the contract unit price per linear foot for "Prescribed Burning, 9A Fire Lines" which price and payment shall constitute full compensation for furnishing all

labor, materials, equipment and supplies necessary to perform Prescribed Burning, Fire Line Services.

2.11.2 BURNING OPERATIONS. The Contractor shall assist the Contracting Officer in performing burning operations at various locations in accordance with specifications contained herein. The Contractor shall provide vehicles and labor to assist in burning designated areas. The Contractor shall provide a crew of at least four (4) trained workers to control and "mop-up" under the direction of the "burn boss" designated by the Contracting Officer. The Contractor is responsible for insuring that crew members are properly trained prior to performing burning operations. Training shall be provided at no additional cost to the Government and shall be by qualified individuals approved by the Contracting Officer. After completion of training, a list of crew members with the dates, times and description of the training received shall be submitted to the Contracting Officer prior to performing burning operations. The Contractor's crews must be in good physical condition and capable of walking long distances carrying fire fighting equipment including back pack water pumps.

2.11.2.1 BURN PLAN. The Government will notify the Contractor of the intent to burn twenty-four (24) hours in advance. The day in which the burning operations are to be performed, the Government will notify the Contractor by 8:00 a.m. whether conditions are favorable and if personnel are available to perform the burn. If the decision is made to perform the burn, the Contractor will be told the location and time which operations will begin. Prior to burning, the Government will furnish to the Contractor a copy of an approved burn plan which will specify areas to be burned and the burning procedures. The Contractor must adhere to this burn plan unless otherwise directed by the Contracting Officer. All Contractor employees must familiarize themselves with the burn plan. The "burn boss" will provide a briefing to all crew members prior to igniting the prescribed burn.

2.11.2.2 MEASUREMENT AND PAYMENT. Measurement for prescribed burning, burning operations will be made by the acre. Payment will be made at the contract unit price per acre for "Prescribed Burning, 9B Burning Operations" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Prescribed Burning, Burning Operations.

2.11.3 CALL-OUT (FOR CANCELLED BURNS). If the Contracting Officer determines that weather or fuel conditions are unfavorable for a prescribed burn after the Contractor is on-site, the Contractor will be reimbursed for the call-out.

2.11.3.1 PAYMENT. Payment will be made at the contract unit price per each for "9C Prescribed Burning (Call-Out for Cancelled Burns)" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Prescribed Burning (Call-Out for Cancelled Burns) Services.

2.11.4 CALL-OUT (BURNS LESS THAN 10 ACRES). If the Contracting Officer determines that conditions are unfavorable to continue prescribed burning after Contractor is on site, or determines it necessary to burn less than ten (10) acres on a call-out, the Contractor will be reimbursed for call-out.

2.11.4.1 PAYMENT. Payment will be made at the contract unit price per each for "9D Prescribed Burning (Call-Out for Burns Less than ten (10) acres)" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Prescribed Burning (Call-Out for Burns Less than ten (10) Acres) Services.

2.12 SEED. The Contractor shall supply seed and warm season grass seed in accordance with specifications contained herein. Seed shall be from last crop harvested and the Contractor shall provide receipts to the Government. Warm season grass seed shall be supplied in quantities of pure live seed and shall be de-bearded. Seed shall be supplied and delivered to various work sites around the Mark Twain Lake Project for use in connection with this contract. A list of seed types to be supplied by the Contractor is shown in APPENDIX G.

2.12.1 MEASUREMENT AND PAYMENT. Measurement for seed will be made by the pound or bushel and measurement for warm season grass pure live seed will be made per pound of pure live seed. Payments will be made at the contract unit price per pound or bushel for the applicable sub-item for "Seed: 10A through 10L", which prices and payments shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Seed and Warm Season Grass Pure Live Seed Services.

2.13 SEEDLING TREE PLANTING. The Contractor shall plant tree seedlings in various locations in accordance with specifications contained herein. The Contractor will correctly plant all trees either mechanically or by hand. Trees shall be planted at the same depth or slightly deeper than they grew in the nursery seedbed. The Government will contact the Contractor upon receipt of trees from the nursery. The Contractor will have seven (7) days to pick up and properly plant trees from the day the Contractor is contacted by the Government. Only one tree will be planted per hole. The Contractor shall take all needed precautions to ensure the trees remain healthy and vigorous while transporting and planting. Trees must be protected from sun and wind exposure to prevent roots from drying out. When planting, only a few bundles of trees should be handled at a time, while the others are kept moist and covered until needed. Trees shall be carried in a bucket one-half (1/2) full of water or wet moss to prevent roots from drying out. Areas to be planted, and spacing of rows, and plantings will be identified by the Contracting Officer in the Delivery Order. Seedling trees shall be in bundles and shall be delivered to the Contractor at the Mark Twain Lake Project Office.

2.13.1 MECHANICAL TREE PLANTING. The Contractor shall mechanically plant trees at specified rates in areas designated by the COR in accordance with specifications contained herein. The Contractor shall furnish the necessary tree planter(s) to safely and properly plant tree seedlings.

2.13.1.1 MEASUREMENT AND PAYMENT. Measurement for seedling tree planting, mechanical planting, will be made by the hundred. Payment will be made at the contract unit price per hundred for Seedling Tree Planting, "11A Mechanical Planting" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Seedling Tree Planting, Mechanical Tree Planting Services.

2.13.2 HAND PLANTING. The Contractor shall hand plant trees in accordance with specifications contained herein. The government will furnish a maximum of six (6) tree-planting bars to the Contractor for use in performing

hand tree planting services. The Contractor shall hand plant trees as described in APPENDIX D.

2.13.2.1 MEASUREMENT AND PAYMENT. Measurement for seedling tree planting, hand planting, will be made by the hundred. Payment will be made at the contract unit price per hundred for "Seedling Tree Planting, '11B Hand Tree Planting'" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Seedling Tree Planting, Hand Planting Services.

2.14 TREE SEED PLANTING SERVICES. The Contractor shall evenly plant in rows specified tree seeds, e.g. Acorns, Walnuts, Hickory nuts at a specified rate within the designated work area. Widths between rows on average will be ten (10) feet, but may vary between six (6) feet and twelve (12) feet. The Government will provide the tree seeds and a Truax Large Seed Planter for use in planting tree seeds in connection with work in this contract.

2.14.1 MEASUREMENT AND PAYMENT. Measurement for tree seed planting will be made by the acre. Payment will be made at the contract unit price per acre for "12 Tree Seed Planting" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Tree Seed Planting Services.

2.15 SOIL TESTING SERVICES. The Contractor shall furnish all labor, equipment, materials, and laboratory services necessary to collect and test soil samples at Mark Twain Lake.

2.15.1 SAMPLE BOXES. The Contractor shall obtain soil sample boxes and sample information sheets for each sample from the University of Missouri Extension Center (or other approved source) and label them as shown in APPENDIX H-1. Crop schedule information will be provided by the Government. The Contractor shall take all steps necessary to ensure the correct field number designation is recorded on the Soil Test Report.

2.15.2 COLLECTING SOIL SAMPLES. The Government will provide the Contractor with field maps of the areas to be sampled, and information indicating the number of soil cores and soil samples to be collected from each location (APPENDIX H-2). Each soil sample shall represent not more than twenty (20) acres. The Contractor shall collect samples at a depth of six (6) to seven (7) inches from relatively uniform areas of the field. For each composite sample, the Contractor shall collect the number of soil cores indicated in the table, in a zigzag pattern across the field. The Contractor shall thoroughly mix the soil cores in a bucket and fill the soil sample box with one (1) pint of soil for testing. Refer APPENDIX H-3 for sampling guide.

2.15.3 SUBMITTING SAMPLES FOR TESTING. The Contractor shall submit the soil samples for testing to the University of Missouri Agricultural Extension Center or a laboratory approved by the Farm Service Agency (FSA). Soil test reports shall be delivered to the Mark Twain Lake Project Office, 20642 Highway J, Monroe City, MO, 63456. All soil test results shall contain the following information:

- a. Compartment number
- b. Field identification number
- c. Acreage of field
- d. Soil texture
- e. Recommended Nitrogen, Phosphate, Potassium

- g. Recommended Lime rates (Lime with 500 lbs. of ENM per ton)
- h. Soil pH

2.15.1 MEASUREMENT AND PAYMENT. Measurement for soil testing services will be made per acre. Payment will be made at the contract unit price per each for "13 Soil Testing" which price and payment shall constitute full compensation for furnishing all labor, materials, equipment and supplies necessary to perform Tree Seed Planting Services.

3. EQUIPMENT.

3.1 CONTRACTOR-FURNISHED EQUIPMENT.

3.1.1 GENERAL. All Contractor-furnished equipment used in the performance of this contract shall be of suitable size and type for the intended use. Prior to commencement of any work, the Contractor shall submit to the Contracting Officer for approval a list of the Contractor's available equipment (APPENDIX D). Most field roads have gates, which are fifteen (15) foot or less. Except as otherwise provided herein, the Contractor shall provide the following equipment.

3.1.1.1 MOWERS. Mowers shall be of the tractor-mounted rotary knife (brush-hog) type, capable of cutting vegetation up to three (3) inches D.B.H. Mowers shall be equipped with slides, wheels, rollers, or other approved devices to minimize scalping. All mower cutting knives or blades must be replaced or sharpened daily or as directed by the Contracting Officer.

3.1.1.2 TRACTORS. Tractors shall be of suitable size and type for the intended use.

3.1.1.3 PLOWS. Plows shall be a moldboard type with no less than a thirty-two (32) inch pass capability.

3.1.1.4 DISKS. Disks shall be an offset tandem gang-type disk or equal, capable of disking to a depth sufficient for seedbed preparation. The disk shall be properly maintained so that all bearings turn freely and disk blades are sufficiently sharp to cut both standing and downed vegetative matter.

3.1.1.5 CHISEL PLOW. Chisel plows shall have at least a twelve (12) inch spacing with a concave shovel or equal.

3.1.1.6 GRAIN DRILLS. Drills shall not have drag chains, and shall be equipped with press wheels, and a grass seeding attachment with seed metering mechanism capable of planting in a no-till situation where winter wheat is present. Drills shall be capable of seeding within the upper one-half (1/2) inch of the seedbed and in rows not-to-exceed twelve (12) inches apart. Drills shall be checked and adjusted for proper calibration of seeding mechanisms by the Government prior to any seeding operation.

3.1.1.7 PLANTERS. Planters shall be equipped with the necessary plates to sow sunflower seeds between three (3) and five (5) inches apart within the rows and to sow grain sorghum seed eight (8) to twelve (12) inches apart within the rows and shall be adjusted so that row width shall not exceed forty (40) inches maximum. Planters must be capable of planting in a no-till situation where winter wheat is present.

3.1.1.8 SEEDERS. Seeders shall be the gravity broadcast centrifugal type capable of calibrating small legume seed in pounds per acre for the specified rates.

3.1.1.9 CULTIPACKERS (ROLLER HARROWS). Cultipackers shall have roller packer wheels attached and be capable of raising spring teeth or other tillage equipment attachments. Cultipackers shall be properly maintained so that all bearings and roller packer wheels turn freely.

3.1.1.10 CLEARING AND GRUBBING EQUIPMENT. Clearing and grubbing equipment shall have continuous tracks. Equipment shall be of sufficient size and type for clearing and grubbing trees, debris and other vegetation.

3.1.1.11 PRESCRIBED FIRE EQUIPMENT. Contractor shall be responsible for furnishing hardhats, leather gloves, steel-toed boots, and goggles to all member of the prescribed burn team.

3.1.1.12 SOIL SAMPLING EQUIPMENT. Contractor shall provide soil probes, augers, and/or shovels capable of obtaining soil cores to a depth of six (6) inches.

3.1.2 INSPECTION. The Contractor shall inspect all equipment daily. Any equipment found to be unsafe or not in conformity with the contract specifications shall be removed from Government property immediately.

3.1.3 EQUIPMENT STORAGE. The Contractor may store his equipment at the work sites during continuous working days if notification is given to the Contracting Officer in advance. The Government assumes no responsibility for the safety or security of equipment left on Government property. Equipment shall be removed as soon as possible after the completion of the work specified herein.

3.2 GOVERNMENT-FURNISHED EQUIPMENT.

3.2.1 GENERAL. The Government will deliver to the Contractor, for use only in connection with this contract; the following described equipment at times necessary for use by the Contractor to perform the work described herein. Government furnished equipment will be delivered at the Mark Twain Lake Project Office. The Contractor shall evidence receipt of such equipment by signing ENG Form 3059. Upon completion of the contract, the Contractor shall insure all equipment loaned to be in the same condition as it was when it was made available.

3.2.1.1 CULTIPACKER (ROLLER HARROW). Cultipacker will be a John Deere 950, eight (8) foot roller harrow with single hydraulic cylinder with hoses for transport, single hydraulic cylinder with hoses for spring tooth control, roller packer wheels, leveling bar, slow moving vehicle emblem, and scraper bars and scrapers. Hydraulic hoses may not couple with Contractor's equipment.

3.2.1.2 GRASS DRILL. Grass drill (in good condition) will be Traux Model 88 with three (3) point hitch, hydraulic cylinder with hoses for transport, acre meter and cool season box. Hydraulic hoses may not couple with Contractor's equipment.

3.2.1.3 FIRE EQUIPMENT. The Mark Twain Lake Project Office will furnish the following to be used as directed by Fire Boss:

- transportation for Government employees
- truck mounted fire pumper with operator
- backpack pumps
- flappers, fire rakes
- fussees

3.2.1.4 TREE PLANTING BARS. Tree planting bars will be metal bars approximately thirty-eight (38) inches long with a three (3) inch wide X ten and one fourth (10-1/4) inch long blade or a four (4) inch wide X twelve (12) inch long blade.

3.2.1.5 TREE SEED PLANTER. The tree seed planter will be a Truax Large Seed Planter, Model 450, three (3) point hitch mounted implement.

3.2.1.6 KEYS. The Government will furnish no more than two keys necessary for access to designated work areas. The Contractor shall pick up the necessary keys at the Mark Twain Lake Project Office no more than 24 hours prior to start of work and return the keys to the Project Office within 24 hours after completion of work. NOTE: Duplication of Government furnished keys is not permitted. The Contractor shall immediately report the loss of any key to the Contracting Officer. In the event that a Government key is lost, the Contractor is responsible for the reimbursement of all costs incurred by the Government for replacement of entire lock systems throughout the lake project affected by the lost key. Contractor costs shall include, but not limited to Government labor, replacement lock costs, replacement key costs, tumbler reworking and all contracted labor costs to replace the lock systems. All replacement lock systems shall be of equal quality to the existing lock systems. The Government will determine the specific replacement lock system.

3.2.2 INSPECTION. The Contractor shall inspect Government-furnished equipment daily.

3.2.3 EQUIPMENT STORAGE. The Contractor may store Government-furnished equipment at the work sites during continuous working days if notification is given to the Contracting Officer in advance. The Government assumes no responsibility for the safety or security of equipment left on Government or private property. Equipment shall be removed and returned to the Mark Twain Lake Project Office as soon as possible after the completion of the work specified herein.

3.2.4 MAINTENANCE AND REPAIRS. The Contractor shall provide all necessary lubricants, fuels, and fluids necessary for the operation and maintenance of Government-furnished equipment. The Contractor shall provide all repairs necessary for the operation of Government-furnished equipment. Equipment shall be returned to the Government in the same condition as when it was delivered to the Contractor.

4. MATERIAL.

4.1 CONTRACTOR-FURNISHED MATERIAL

4.1.1 GENERAL. All materials used in the performance of this contract shall be of suitable size, type and quality for the intended use. The Contractor shall deliver and use only in connection with this contract; the following described materials in amounts and at times specified in the delivery orders.

4.1.1.1 SEED. See Paragraph 2.12 and APPENDIX F.

4.1.1.2 FERTILIZER. See Paragraph 2.8.

4.1.1.3 LIMESTONE. See Paragraph 2.9.

4.1.1.4 PESTICIDES. See Paragraph 2.10.

4.1.1.4.1 HERBACEOUS PESTICIDES. Herbaceous pesticides should be able to control grass and weeds.

4.1.1.4.2 WOODY PESTICIDES. Woody pesticides should be able to control stump growth, and kill standing woody vegetation.

4.1.1.4.3 AQUATIC PESTICIDES. Aquatic pesticides should be able to control aquatic plant growth in pond or water systems.

4.1.1.5 SOIL SAMPLE BOXES. Soil sample boxes shall be the type furnished by the University of Missouri Agricultural Extension Center or similar box obtained from other approved laboratory source.

4.1.2 INSPECTION. The Contractor shall inspect all materials to be made available prior to the commencement of any work. Any materials found to be unsafe or not in conformity with the contract specifications shall not be used.

4.1.3 MATERIALS STORAGE. The Contractor may store materials at the work site during continuous working days if notification is given to the Contracting Officer in advance. The Government assumes no responsibility for the safety or security of materials left on Government property. Materials shall be removed from the work site as soon as possible after completion of the work described herein.

4.2 GOVERNMENT-FURNISHED MATERIALS

4.2.1 GENERAL. The Government will deliver to the Contractor, for use only in connection with this contract; the following described materials at times necessary for use by the Contractor to perform the work described herein. Government furnished equipment will be delivered at the Mark Twain Lake Project Office. The Contractor shall evidence receipt of such material by signing ENG Form 3059.

4.2.1.1 TREE SEEDS. The Government will supply tree seeds in connection with this contract.

5. PERSONNEL.

5.1 LABOR. All employees required to satisfactorily perform the work described herein shall be furnished by the Contractor.

5.2 OPERATORS. All operators shall be thoroughly qualified in the operation of the equipment and shall, except as otherwise provided herein, be furnished by the Contractor.

6. ENVIRONMENTAL PROTECTION.

6.1 SCOPE. This paragraph prescribes actions required for prevention of environmental pollution during and as the result of operations under this contract. For the purpose of this specification, environmental pollution is defined as the presence of chemicals physical or biological elements, or other agents which adversely affect human health or welfare; unfavorably alter ecological balances; affect other species or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water and land; and involves noise, solid waste management of radiant energy and radioactive materials as well as other pollutants.

6.2 PROTECTION OF LAND RESOURCES. The work areas on which the work is to be performed under this contract and the land resources adjacent thereto shall be preserved in their present condition. Damage caused as a result of the Contractor's operations shall be repaired by the Contractor at no additional cost to the Government.

6.3 PROTECTION OF WATER RESOURCES. Lakes, ditches, river, canals, waterways or reservoirs shall not be polluted with fuels, oils, bitumen, calcium chloride, insecticides, pesticides, or other similar materials harmful to fish, shellfish, or wildlife or materials which may be detriment to outdoor recreation

6.4 ENVIRONMENTAL PROGRAM. The Contractor shall comply with Federal, State, and Local laws, regulations, and standards regarding environmental protection. All environmental protection matters shall be coordinated with the Contracting Officer or his authorized representative. The Contractor may be inspected by the Contracting Officer's Representative, or other Federal, State, and local officials without notice. Access for inspection shall be granted by the Contractor upon request.

6.5 PROTECTION OF FACILITIES. The Contractor shall be responsible for restoring any facilities or structures damaged as a result of his operations. Care shall be used to avoid damage to existing structures, equipment in the recreational areas and other area. Any such damage shall be repaired or the items replaced as directed by the Contracting Officer or his authorized representative at no cost to the Government. If the Contractor does not make such repair or replacement, the cost thereof will be deducted from payments to be made to him. The Contractor shall advise the Contracting Officer or his authorized representative of any damage to the facilities due to vandalism or other causes on the day he first notices such damage.

6.6 PERMITS AND RESPONSIBILITIES. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with the prosecution of the work. The Contractor shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence; shall take proper safety and health precautions to protect the work, the workers, the public and all materials delivered and work performed until completion and acceptance of the contract.

6.7 REMOVAL OF MATERIALS AND RUBBISH. Before final payment is made, the Contractor shall remove from the site of work, all his equipment and unused materials provided by him, any waste materials and rubbish resulting from the operations performed hereunder. The methods and locations of disposal of materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., within the right-of-way limits shall be such that harmful debris will not enter project lands, lakes, ditches, rivers, canals, waterways, or reservoirs.

6.8 PROTECTION OF HISTORICAL PROPERTIES. The Contractor shall take necessary precautions to protect and preserve all historical properties within the work areas. The Contractor will be notified of any known historical sites prior to commencing work in a given area, and shall be responsible for preservation of these sites. Should the Contractor discover any item of apparent historical value outside a known historical site, the Contractor shall leave the area undisturbed and immediately notify the Contracting Officer or his authorized representative.

END OF SECTION C

SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION/ACCEPTANCE

The work will be conducted under the general direction of the Contracting Officer and is subject to inspection by his/her appointed inspectors to insure strict compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Formal acceptance will be made by the Contracting Officer or his/her authorized representative for and in behalf of the Government.

(end of clause)

E.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Government will monitor the contract using a QASP (see Appendix I), but reserves the right to alter or change the plan at its own discretion. The QASP is included as Appendix I for information purposes only and will not be made a part of any resulting contract.

(end of clause)

END OF SECTION E

SECTION F
DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The services listed in Section B shall be performed as specified in delivery orders issued (See Section I, contract clause entitled "ISSUING DELIVERY ORDERS") during a twelve-month period, commencing with date of award with an option to renew for four additional twelve-month periods. Work shall be performed in accordance with solicitation specifications and provisions. A pre-work conference will be scheduled approximately 10 days after contract award. The Contractor is required to attend this meeting.

(end of clause)

END OF SECTION F

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 PAYMENT

Payment will be made monthly, or more frequently if deemed to be in the best interest of the Government, for the work actually performed during the billing period at the applicable contract unit price, as soon as practicable, after acceptance of the work performed and upon receipt of the correct invoice in quadruplicate. Each invoice shall contain the following information.

Contractor's name and address exactly as it appears on the contract,
Contract number (and Delivery Order number, if applicable),
Contract description of supplies or services as specified in
Section B,
Quantities,
Unit,
Unit prices,
Extended totals.

In the event an area is opened/closed for any reason, the government shall have the right to increase/decrease the amount of payment in accordance with the specified unit price of the area for the duration that the area is opened/closed.

(end of clause)

G.2 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative will provide liaison for the contract between the Government and the Contractor. The Contracting Officer's Representative is not, however, authorized to change any of the terms and conditions of the contract, make decisions concerning dispute arising under the contract, or terminate the contract or any portion thereof.

(end of clause)

G.3 FUNDS AVAILABLE

The applicable appropriation having a balance sufficient to cover the cost of any procurements made hereunder will be cited on each delivery order.

(end of clause)

END OF SECTION G

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 ESTIMATED QUANTITY - Delivery Orders

The estimated quantity is defined as not varying more than ten percent (10%) above or below the estimated quantity as shown in each delivery order. If the actual quantity of a unit-priced item in a delivery order varies more than ten percent (10%) above or below the estimated quantity, a modification to the delivery order will be processed as applicable.

(end of clause)

H.2 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
FAR 52.222-0042

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Laborer, Grounds Maintenance	\$15.00
Tractor Operator	\$19.96
Truck Driver	\$19.96

U.S. Department of Wabor Wage Determination No. 94-2309 REV 14 dated 07/27/1998 is applicable to this solicitation and attached at the end of the Section H.

(end of clause)

H.3 CONTRACT PERFORMANCE

During the progress of the contract, if it becomes apparent that the Contractor is unable or unwilling to perform the work in accordance with contract specifications, he will acquire additional supplies, equipment, and personnel as may be required by the Contracting Officer or his/her authorized representative to insure that the work is accomplished. If any work performed hereunder is not in conformity with the requirements of this contract, the Government will have the right to require the Contractor to immediately take all necessary steps to insure future performance of the services in conformity with the requirement of the contract; and reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to promptly take necessary steps to insure future performance of the services in conformity with the requirements of the contract, the Government will have the right to either (1) by contract or otherwise have the services performed in conformity with the

contract requirements and charge to the Contractor any cost occasioned by the Government that is directly related to the performance of such services; or (2) terminate this contract for default as provided in the clause of this contract entitled "Default".

(end of clause)

H.4 SUPERVISION

The Contractor shall provide adequate supervision of his employees to insure compliance with the contract specification.

(end of clause)

H.5 REQUIRED INSURANCE

a. As required by the Contract Clause entitled "Insurance-Work on a Government Installation", the Contractor shall furnish to the Contracting Officer, prior to the commencement of work, a certificate or written statement as evidence of the minimum insurance listed below. The Contractor shall procure and maintain such types and amounts of insurance during the entire period of his performance under this contract. The Contractor shall assure that the certificate or written statement is in accordance with required wording indicated in paragraph b of the aforementioned Contract Clause.

(1) Workmen's Compensation -- Amounts required by applicable jurisdictional statutes.

(2) Employer's Liability Insurance -- \$100,000.

(3) Comprehensive General Liability Insurance -- (No property damage liability insurance is required.)

Bodily Injury	--	\$500,000 per occurrence
---------------	----	--------------------------

(4) Comprehensive Automobile Insurance

Bodily Injury	--	\$200,000 each person \$500,000 each accident
---------------	----	--

Property Damage	--	\$ 20,000 each accident
-----------------	----	-------------------------

b. Certificates of insurance should be submitted to the following address:

Department of the Army
St. Louis District, Corps of Engineers
Mark Twain Lake Project Office
20642 Highway J
Monroe City, Missouri 63456-9359

(end of clause)

H.6 QUALITY CONTROL/ASSURANCE

a. QUALITY CONTROL PROGRAM. The Contractor shall establish and maintain a complete quality control program for all operations to assure the requirements of the contract are provided as specified. One copy of the Contractor's basic quality control program shall be provided to the Contracting Officer at the preaward survey conference or not later than at the pre-work conference if a preaward survey conference is not held. An updated copy must be provided to the Contracting Officer on contract start date and as changes occur. The program will include, but not be limited to the following:

(1) INSPECTION SYSTEM. The Contractor shall provide an inspection system covering all the services, materials and operations stated in the contract. The system must specify services, operations and materials to be inspected on either a scheduled or unscheduled basis and the individuals who will do the inspection including, but not limited to, the following:

- (a) Vegetative management services
- (b) Materials and equipment
- (c) Quality control program
- (d) Safety program

(2) DEFICIENCIES. The Contractor shall provide a method of identifying deficiencies in the quality of materials and services performed before the level of performance becomes unacceptable.

(3) RECORDS. A file of all inspections conducted by the Contractor and the corrective action taken will be kept. This documentation shall be made available to the Government during the term of the contract.

b. QUALITY ASSURANCE. The Government has developed a Quality Assurance Surveillance Plan (QASP) to assure the Government that the work specified under the contract is completed satisfactorily. This plan is included in this solicitation as Appendix I for informational purposes only and will not be made a part of any resulting contract. It should be noted that the Government retains the right to change or modify this Plan at its discretion. Offerors may utilize this QASP in the preparation of the Quality Control Plan required to be submitted. Should it become necessary for the Quality Assurance Inspector to perform reinspections of defective work (due to failure of the Contractor Quality Control System to locate and cure these deficiencies prior to the QA's inspection), there will be a reinspection/administration charge equal to the Actual Government Cost (AGC) at the Effective Hourly Rate (E.H.R.) applied to reinspect the services contained herein per inspection. The AGC reinspection time will start the minute the inspector is called and/or stops his other duties to perform the reinspection and will end after the inspector returns to his duty site after the inspection. These charges will be deducted from the Contractor's monthly invoice. Reinspection charges will only be charged when the Contractor has been given the opportunity to redo work that was not originally performed correctly.

(end of clause)

H.7 SAFETY REGULATIONS

The Contractor shall comply with all the applicable requirements of Corps of Engineers Manual EM 385-1-1 dated 3 September 1996 entitled "Safety and Health Requirements Manual".

(end of clause)

H.8 WORK PLAN

At the pre-work conference and work site inspection, the Contractor shall furnish a work plan to the Contracting Officer for approval. Any changes to the approved work plan shall be submitted to the Contracting Officer for approval twenty-four (24) hours prior to implementation of the work plan change. NOTE: THE CONTRACTOR'S INITIAL WORK PLAN AND ANY CHANGES MUST BE APPROVED BY THE CONTRACTING OFFICER BEFORE COMMENCEMENT OF ANY WORK. The plan shall include at a minimum the following:

- (1) The equipment and materials to be used,
- (2) The name(s) and telephone number(s) of supervisors(s) to whom deficiencies should be reported,
- (3) The name(s) and telephone number(s) of supervisor(s) who can be contacted on a daily basis,
- (4) The telephone number(s) and mailing address of the Contractor through which he can normally be contacted on a daily basis,
- (5) The telephone number(s) where persons of authority within the Contractor's organization can be reached during non-duty hours,
- (6) The Contractor's Quality Control Program, and
- (7) The Contractor's Accident Prevention Program, as required by ER 385-1-1, including:
 - (a) The Administrative Plan, LMV Form 358-R, see Appendix F, and
 - (b) The Job Hazard Analysis, LMV Form 359-R, JAN 95, see Appendix F.

Prior to the start of each service, the Contractor shall submit a Work Plan which shall include, at a minimum, the following:

- (1) The number of employees and how employees are to be used,
- (2) The work schedules of each crew,
- (3) The schedule of work for each contract area including expected dates and times of work to be performed.

(end of clause)

END OF SECTION H



WAGE DETERMINATION NO: 94-2309 REV (14) AREA: MO,ST. LOUIS

WAGE DETERMINATION NO: **94-2309** REV (14) AREA: MO,ST. LOUIS

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
Washington, D.C. 20210

Division of

Wage Determinations

Wage Determination No.: **94-2309**
Date of Last Revision: 07/27/1998

State): Illinois, **Missouri**

Areas: Illinois COUNTIES OF Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, Jersey, Johnson, Madison, Marion, Massac, **Monroe**, Perry, Pope, Pulaski, Randolph, St Clair, Saline, Union, Washington, Wayne, Williamson
Missouri COUNTIES OF Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, **Monroe**, St Francois, St Louis, Scotland, Shelby, Warren, Washington

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
Administrative Support and Clerical Occupations:	
01011 Accounting Clerk I	\$ 8.50
01012 Accounting Clerk II	\$ 9.25
01013 Accounting Clerk III	\$ 11.06
01014 Accounting Clerk IV	\$ 14.18
01030 Court Reporter	\$ 11.06
01050 Dispatcher, Motor Vehicle	\$ 11.06
01060 Document Preparation Clerk	\$ 9.55
01070 Messenger (Courier)	\$ 6.98
01090 Duplicating Machine Operator	\$ 9.55
01110 Film/Tape Librarian	\$ 9.57
01115 General Clerk I	\$ 6.98
01116 General Clerk II	\$ 8.37
01117 General Clerk III	\$ 9.55
01118 General Clerk IV	\$ 11.81
01120 Housing Referral Assistant	\$ 13.01
01131 Key Entry Operator I	\$ 7.62
01132 Key Entry Operator II	\$ 8.87
01191 Order Clerk I	\$ 8.13
01192 Order Clerk II	\$ 10.48
01261 Personnel Assistant (Employment) I	\$ 9.02
01262 Personnel Assistant (Employment) II	\$ 10.13
01263 Personnel Assistant (Employment) III	\$ 12.06
01264 Personnel Assistant (Employment) IV	\$ 13.38
01270 Production Control Clerk	\$ 13.01
01290 Rental Clerk	\$ 9.57
01300 Scheduler, Maintenance	\$ 9.57
01311 Secretary I	\$ 9.57
01312 Secretary II	\$ 11.06
01313 Secretary III	\$ 13.01
01314 Secretary IV	\$ 16.17
01315 Secretary V	\$ 19.75
01320 Service Order Dispatcher	\$ 9.57

01341 Stenographer I	\$ 10.11
01342 Stenographer II	\$ 11.27
01400 Supply Technician	\$ 16.17
01420 Survey Worker (Interviewer)	\$ 11.06
01460 Switchboard Operator-Receptionist	\$ 8.24
01510 Test Examiner	\$ 11.06
01520 Test Proctor	\$ 11.06
01531 Travel Clerk I	\$ 7.70
01532 Travel Clerk II	\$ 8.30
01533 Travel Clerk III	\$ 8.85
01611 Word Processor I	\$ 9.21
01612 Word Processor II	\$ 10.63
01613 Word Processor III	\$ 13.58
Automatic Data Processing Occupations:	
03010 Computer Data Librarian	\$ 9.37
03041 Computer Operator I	\$ 8.69
03042 Computer Operator II	\$ 10.82
03043 Computer Operator III	\$ 14.49
03044 Computer Operator IV	\$ 16.39
03045 Computer Operator V	\$ 17.85
03071 Computer Programmer I 1/	\$ 15.15
03072 Computer Programmer II 1/	\$ 15.27
03073 Computer Programmer III 1/	\$ 18.00
03074 Computer Programmer IV 1/	\$ 23.69
03101 Computer Systems Analyst I 1/	\$ 20.03
03102 Computer Systems Analyst II 1/	\$ 23.79
03103 Computer Systems Analyst III 1/	\$ 27.62
03160 Peripheral Equipment Operator	\$ 9.37
Automotive Service Occupations:	
05005 Automobile Body Repairer, Fiberglass	\$ 18.81
05010 Automotive Glass Installer	\$ 17.31
05040 Automotive Worker	\$ 17.31
05070 Electrician, Automotive	\$ 17.31
05100 Mobile Equipment Servicer	\$ 15.80
05130 Motor Equipment Metal Mechanic	\$ 18.81
05160 Motor Equipment Metal Worker	\$ 17.31
05190 Motor Vehicle Mechanic	\$ 17.67
05220 Motor Vehicle Mechanic Helper	\$ 14.67
05250 Motor Vehicle Upholstery Worker	\$ 16.55
05280 Motor Vehicle Wrecker	\$ 17.31
05310 Painter, Automotive	\$ 18.06
05340 Radiator Repair Specialist	\$ 17.31
05370 Tire Repairer	\$ 15.80
05400 Transmission Repair Specialist	\$ 18.81
Food Preparation and Service Occupations:	
07010 Baker	\$ 10.60
07041 Cook I	\$ 9.68
07042 Cook II	\$ 10.60
07070 Dishwasher	\$ 6.84
07100 Food Service Worker (Cafeteria Worker)	\$ 6.84
07130 Meat Cutter	\$ 10.60
07250 Waiter/Waitress	\$ 7.58
Furniture Maintenance and Repair Occupations:	
09010 Electrostatic Spray Painter	\$ 18.06
09040 Furniture Handler	\$ 12.41
09070 Furniture Refinisher	\$ 18.06
09100 Furniture Refinisher Helper	\$ 14.67
09110 Furniture Repairer, Minor	\$ 16.55
09130 Upholsterer	\$ 18.06
General Service and Support Occupations:	
11030 Cleaner, Vehicles	\$ 6.84
11060 Elevator Operator	\$ 6.84
11090 Gardener	\$ 9.68
11121 Housekeeping Aide I	\$ 6.09

11122 Housekeeping Aide II	\$ 6.84
11150 Janitor	\$ 6.84
11210 Laborer, Grounds Maintenance	\$ 7.58
11240 Maid or Houseman	\$ 6.09
11270 Pest Controller	\$ 10.12
11300 Refuse Collector	\$ 6.84
11330 Tractor Operator	\$ 9.07
11360 Window Cleaner	\$ 7.58
Health Occupations:	
12020 Dental Assistant	\$ 10.11
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 10.24
12071 Licensed Practical Nurse I	\$ 10.70
12072 Licensed Practical Nurse II	\$ 12.00
12073 Licensed Practical Nurse III	\$ 13.43
12100 Medical Assistant	\$ 9.04
12130 Medical Laboratory Technician	\$ 9.04
12160 Medical Record Clerk	\$ 9.04
12190 Medical Record Technician	\$ 12.53
12221 Nursing Assistant I	\$ 6.80
12222 Nursing Assistant II	\$ 7.48
12223 Nursing Assistant III	\$ 8.05
12224 Nursing Assistant IV	\$ 9.04
12250 Pharmacy Technician	\$ 11.27
12280 Phlebotomist	\$ 9.04
12311 Registered Nurse I	\$ 13.66
12312 Registered Nurse II	\$ 16.71
12313 Registered Nurse II, Specialist	\$ 16.71
12314 Registered Nurse III	\$ 20.22
12315 Registered Nurse III, Anesthetist	\$ 20.22
12316 Registered Nurse IV	\$ 24.23
Information and Arts Occupations:	
13002 Audiovisual Librarian	\$ 16.17
13011 Exhibits Specialist I	\$ 14.31
13012 Exhibits Specialist II	\$ 17.50
13013 Exhibits Specialist III	\$ 18.85
13041 Illustrator I	\$ 14.31
13042 Illustrator II	\$ 17.50
13043 Illustrator III	\$ 18.85
13047 Librarian	\$ 19.75
13050 Library Technician	\$ 11.06
13071 Photographer I	\$ 12.75
13072 Photographer II	\$ 14.31
13073 Photographer III	\$ 17.50
13074 Photographer IV	\$ 18.85
13075 Photographer V	\$ 22.80
Laundry, Drycleaning, Pressing and Related Occups:	
15010 Assembler	\$ 5.97
15030 Counter Attendant	\$ 5.97
15040 Dry Cleaner	\$ 7.84
15070 Finisher, Flatwork, Machine	\$ 5.97
15090 Presser, Hand	\$ 5.97
15100 Presser, Machine, Drycleaning	\$ 5.97
15130 Presser, Machine, Shirts	\$ 5.97
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.97
15190 Sewing Machine Operator	\$ 8.31
15220 Tailor	\$ 8.76
15250 Washer, Machine	\$ 6.61
Machine Tool Operation and Repair Occupations:	
19010 Machine-Tool Operator (Toolroom)	\$ 18.06
19040 Tool and Die Maker	\$ 21.23
Materials Handling and Packing Occupations:	
21010 Fuel Distribution System Operator	\$ 15.80
21020 Material Coordinator	\$ 14.61
21030 Material Expediter	\$ 14.61

21040	Material Handling Laborer	\$ 14.70
21050	Order Filler	\$ 11.06
21071	Forklift Operator	\$ 13.89
21080	Production Line Worker (Food Processing)	\$ 11.75
21100	Shipping/Receiving Clerk	\$ 11.06
21130	Shipping Packer	\$ 11.06
21140	Store Worker I	\$ 9.23
21150	Stock Clerk (Shelf Stocker; Store Worker II)	\$ 11.78
21210	Tools and Parts Attendant	\$ 13.75
21400	Warehouse Specialist	\$ 11.75
Mechanics and Maintenance and Repair Occupations:		
23010	Aircraft Mechanic	\$ 18.81
23040	Aircraft Mechanic Helper	\$ 14.67
23050	Aircraft Quality Control Inspector	\$ 19.56
23060	Aircraft Servicer	\$ 16.55
23070	Aircraft Worker	\$ 17.31
23100	Appliance Mechanic	\$ 18.06
23120	Bicycle Repairer	\$ 15.80
23125	Cable Splicer	\$ 18.81
23130	Carpenter, Maintenance	\$ 18.06
23140	Carper Layer	\$ 17.31
23160	Electrician, Maintenance	\$ 21.32
23181	Electronics Technician, Maintenance I	\$ 16.64
23182	Electronics Technician, Maintenance II	\$ 19.76
23183	Electronics Technician, Maintenance III	\$ 19.91
23260	Fabric Worker	\$ 16.55
23290	Fire Alarm System Mechanic	\$ 18.81
23310	Fire Extinguisher Repairer	\$ 15.80
23340	Fuel Distribution System Mechanic	\$ 18.81
23370	General Maintenance Worker	\$ 16.74
23400	Heating, Refrigeration and Air-Conditioning Mechanic	\$ 18.81
23430	Heavy Equipment Mechanic	\$ 18.81
23440	Heavy Equipment Operator	\$ 18.19
23460	Instrument Mechanic	\$ 18.81
23470	Laborer	\$ 8.66
23500	Locksmith	\$ 18.06
23530	Machinery Maintenance Mechanic	\$ 16.66
23550	Machinist, Maintenance	\$ 20.59
23580	Maintenance Trades Helper	\$ 14.67
23640	Millwright	\$ 18.81
23700	Office Appliance Repairer	\$ 18.06
23740	Painter, Aircraft	\$ 18.06
23760	Painter, Maintenance	\$ 18.06
23790	Pipefitter, Maintenance	\$ 20.37
23800	Plumber, Maintenance	\$ 18.06
23820	Pneudraulic Systems Mechanic	\$ 18.81
23850	Rigger	\$ 18.81
23870	Scale Mechanic	\$ 17.31
23890	Sheet-Metal Worker, Maintenance	\$ 18.81
23910	Small Engine Mechanic	\$ 17.31
23930	Telecommunications Mechanic I	\$ 18.81
23931	Telecommunications Mechanic II	\$ 19.56
23950	Telephone Lineman	\$ 18.81
23960	Welder, Combination, Maintenance	\$ 18.81
23965	Well Driller	\$ 18.81
23970	Woodcraft Worker	\$ 18.81
23980	Woodworker	\$ 15.80
Personal Needs Occupations:		
24570	Child Care Attendant	\$ 6.57
24580	Child Care Center Clerk	\$ 8.19
24600	Chore Aide	\$ 6.09
24630	Homemaker	\$ 9.10
Plant and System Operation Occupations:		
25010	Boiler Tender	\$ 18.81

25040 Sewage Plant Operator	\$ 18.06
25070 Stationary Engineer	\$ 18.81
25190 Ventilation Equipment Tender	\$ 14.67
25210 Water Treatment Plant Operator	\$ 18.06
Protective Service Occupations:	
27004 Alarm Monitor	\$ 13.22
27006 Corrections Officer	\$ 14.00
27010 Court Security Officer	\$ 14.70
27040 Detention Officer	\$ 14.00
27070 Firefighter	\$ 13.94
27101 Guard I	\$ 7.27
27102 Guard II	\$ 13.22
27130 Police Officer	\$ 16.95
Stevedoring/Longshoremen Occupational Services:	
28010 Blocker and Bracer	\$ 13.78
28020 Hatch Tender	\$ 13.78
28030 Line Handler	\$ 13.78
28040 Stevedore I	\$ 13.16
28050 Stevedore II	\$ 14.35
Technical Occupations:	
29010 Air Traffic Control Specialist, Center 2/	\$ 24.11
29011 Air Traffic Control Specialist, Station 2/	\$ 16.63
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.31
29023 Archeological Technician I	\$ 12.63
29024 Archeological Technician II	\$ 14.13
29025 Archeological Technician III	\$ 17.50
29030 Cartographic Technician	\$ 17.50
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 20.03
29040 Civil Engineering Technician	\$ 17.50
29061 Drafter I	\$ 11.28
29062 Drafter II	\$ 12.75
29063 Drafter III	\$ 15.49
29064 Drafter IV	\$ 17.50
29081 Engineering Technician I	\$ 10.66
29082 Engineering Technician II	\$ 11.98
29083 Engineering Technician III	\$ 14.13
29084 Engineering Technician IV	\$ 18.75
29085 Engineering Technician V	\$ 22.35
29086 Engineering Technician VI	\$ 27.73
29090 Environmental Technician	\$ 16.39
29100 Flight Simulator/Instructor (Pilot)	\$ 23.79
29150 Graphic Artist	\$ 20.03
29160 Instructor	\$ 20.23
29210 Laboratory Technician	\$ 14.49
29240 Mathematical Technician	\$ 18.75
29361 Paralegal/Legal Assistant I	\$ 12.26
29362 Paralegal/Legal Assistant II	\$ 16.17
29363 Paralegal/Legal Assistant III	\$ 19.13
29364 Paralegal/Legal Assistant IV	\$ 23.15
29390 Photooptics Technician	\$ 18.75
29480 Technical Writer	\$ 23.69
29491 Unexploded Ordnance Technician I	\$ 15.33
29492 Unexploded Ordnance Technician II	\$ 18.54
29493 Unexploded Ordnance Technician III	\$ 22.22
29494 Unexploded Safety Escort	\$ 15.33
29495 Unexploded Sweep Personnel	\$ 15.33
29620 Weather Observer, Senior 3/	\$ 16.39
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 14.49
29622 Weather Observer, Upper Air 3/	\$ 14.49
Transportation/Mobile Equipment Operation Occups:	
31030 Bus Driver	\$ 13.91
31260 Parking and Lot Attendant	\$ 9.36
31290 Shuttle Bus Driver	\$ 13.21
31300 Taxi Driver	\$ 9.72

31361 Truckdriver, Light Truck	\$ 13.21
31362 Truckdriver, Medium Truck	\$ 13.91
31363 Truckdriver, Heavy Truck	\$ 17.71
31364 Truckdriver, Tractor-Trailer	\$ 17.71
Miscellaneous Occupations:	
99020 Animal Caretaker	\$ 8.33
99030 Cashier	\$ 5.36
99041 Carnival Equipment Operator	\$ 9.07
99042 Carnival Equipment Repairer	\$ 9.68
99043 Carnival Worker	\$ 6.84
99050 Desk Clerk	\$ 6.57
99095 Embalmer	\$ 15.33
99300 Lifeguard	\$ 5.85
99310 Mortician	\$ 15.33
99350 Park Attendant (Aide)	\$ 7.35
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 5.85
99500 Recreation Specialist	\$ 11.91
99510 Recycling Worker	\$ 9.07
99610 Sales Clerk	\$ 5.85
99620 School Crossing Guard (Crosswalk Attendant)	\$ 6.84
99630 Sports Official	\$ 5.85
99658 Survey Party Chief (Chief of Party)	\$ 10.24
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 7.35
99660 Surveying Aide	\$ 5.36
99690 Swimming Pool Operator	\$ 10.60
99720 Vending Machine Attendant	\$ 9.07
99730 Vending Machine Repairer	\$ 10.60
99740 Vending Machine Repairer Helper	\$ 9.07

**** Fringe Benefits Required For All Occupations Included In**

This Wage Determination **

HEALTH & WELFARE: \$1.39 per hour or \$55.60 per week or \$240.93 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job

description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination.

Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



SECTION I

INDEX OF CONTRACT CLAUSES
SERVICE INSIDE THE U.S.

PARA. NO.	FAR/DFARS	TITLE
I.1	52.202-1	DEFINITIONS
I.2	52.203-3	GRATUITIES
I.3	52.203-5	COVENANT AGAINST CONTINGENT FEES
I.4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
I.5	52.203-7	ANTI-KICKBACK PROCEDURES
I.6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
I.7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
I.8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
I.9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
I.10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
I.11	52.214-29	ORDER OF PRECEDENCE—SEALED BIDDING
I.12	52.216-18	ORDERING
I.13	52.216-19	ORDER LIMITATIONS
I.14	52.216-22	INDEFINITE QUANTITY
I.15	52.217-8	OPTION TO EXTEND SERVICES
I.16	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT
I.17	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
I.18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
I.19	52.219-14	LIMITATIONS ON SUBCONTRACTING

I.20	52.222-3	CONVICT LABOR
I.21	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
I.22	52.222-26	EQUAL OPPORTUNITY
I.23	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
I.24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
I.25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
I.26	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED
I.27	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
I.28	52.223-2	CLEAN AIR AND WATER
I.29	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
I.30	52.223-6	DRUG-FREE WORKPLACE
I.31	52.223.14	TOXIC CHEMICAL RELEASE REPORTING
I.32	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
I.33	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
I.34	52.227-1	AUTHORIZATION AND CONSENT
I.35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
I.36	52.227-3	PATENT INDEMNITY
I.37	52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION
I.38	52.229-3	FEDERAL, STATE, AND LOCAL TAXES
I.39	52.232-1	PAYMENTS
I.40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT

I.41	52.232-11	EXTRAS
I.42	52.232-17	INTEREST
I.43	52.232-23	ASSIGNMENT OF CLAIMS
I.44	52.232-25	PROMPT PAYMENT
I.45	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
I.46	52.233-1	DISPUTES
I.47	52.233-3	PROTEST AFTER AWARD
I.48	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
I.49	52.242.13	BANKRUPTCY
I.50	52.243-1 I	CHANGES—FIXED-PRICE—ALTERNATE I
I.51	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
I.52	52.246-25	LIMITATION OF LIABILITY—SERVICES
I.53	52.248-1	VALUE ENGINEERING
I.54	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
I.55	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
I.56	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
I.57	52.253-1	COMPUTER GENERATED FORMS
I.58	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT
I.59	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE- RANGE NUCLEAR FORCES (INF) TREATY
I.60	252.223-7004	DRUG-FREE WORK FORCE
I.61	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS

I.62	252.243-7001	PRICING OF CONTRACT MODIFICATIONS
I.63	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA
I.64	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
I.65		ISSUING DELIVERY ORDERS

SECTION I
CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS (OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs

(c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs

(c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

I.2 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause

shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)
(R 7-104.16 1952 MAR)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence. "Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)
(R 7-103.20 1958 JAN)
(R 1-1.503)
(R 1-7.102-18)

I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(JUL 1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives. "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the

performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of

any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or

application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph

(a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

I.9 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

(End of clause)

I.10 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debars Contractors to protect the Government's interest. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

I.11 52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

I.12 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the 12-month contract period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.13 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$30,000.00;

(2) Any order for a combination of items in excess of \$30,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.14 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 7 days following the 12-month contract period.

(End of clause)

I.15 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

I.16 52.217-9

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

I.17 52.219-6

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.18 52.219-8

UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals means a small business concern that represents, as part of its offer, that it meets the definition of a small disadvantaged business concern in 13 CFR 124.1002.

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women; and

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(End of clause)

I.19 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/ Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

I.20 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

I.21 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME
COMPENSATION (JUL 1995)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by

provision set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000, the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

(End of clause)

I.22 52.222-26

EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or

termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

I.23 52.222-35

AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF
THE VIETNAM ERA (APR 1998)

(a) Definitions. As used in this clause--

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

I.24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

I.25 52.222-37

EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF
THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

I.26 52.222-41

SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or

authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive, to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for

services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and

notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the

succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeymen classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification

shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

I.27 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE
ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY
1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

I.28 52.223-2 CLEAN AIR AND WATER (APR 1984)

(a) "Air Act", as used in this clause, means the Clean Air Act (42 U.S.C. 7401, et seq.).

"Clean air standards," as used in this clause, means--

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the EPA or by a State under an approved program, as

authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251, et seq.).

(b) The Contractor agrees--

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

(End of clause)

(R 7-103.29 1975 OCT)

(R 1-1.2302)

I.29 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Data Safety Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section

3-302 of Executive Order 12856.

(End of clause)

I.30 52.223-6

DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from

an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency, and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

I.31 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

I.32 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

(a) Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States by Executive order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the Government of Iraq.

(c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

(End of clause)

I.33 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JAN 1999)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at 52.219-9, Small Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219.

(b) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band,

group, pueblo or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., Chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the self-certification of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the self-certification of a subcontractor, the Contracting Officer shall refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW, MS-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, shall authorize an incentive payment of 5 percent of the amount paid to the subcontractor. Contracting

Officers shall seek funding in accordance with agency procedures. The Contracting Officer's decision is final and not subject to the Disputes clause of this contract.

(End of clause)

I.34 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

I.35 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

(End of clause)

I.36 52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)

(R 7-104.5 1975 JUN)

I.37 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

I.38 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

I.39 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

(R 7-103.7 1958 JAN)

(R 1-7.102-7)

I.40 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

I.41 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

(V 7-103.3 1949 JUL)

(V 1-7.102-3)

I.42 52.232-17 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due

until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

I.43 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

I.44 52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph

(a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment

amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty.

(i) A penalty amount, calculated in accordance with paragraph

(a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall

be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

I.45 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER
PAYMENT (AUG 1996)

(a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment

office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the

Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(End of clause)

I.46 52.233-1 DISPUTES (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

I.47 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

I.48 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND

VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)
(R 7-104.63 1968 FEB)

I.49 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

I.50 52.243-1 II CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)
(R 7-1902.2 1971 NOV)
(R 7-103.2 1958 JAN)
(R 1-7.102-2)

I.51 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definition.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.52 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services

performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

I.53 52.248-1

VALUE ENGINEERING (MAR 1989)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

(4) Annual acquisition savings, which are the net reduction in acquisition cost to the Government of an item, resulting from an accepted Value Engineering Change Proposal which the Government determines to reduce the quantity requirements on either the instant contract, concurrent and/or future contracts during the shared period.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected

collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation cost) resulting from using the VECP on the instant contract or the amount of savings in annual acquisition cost per unit resulting from the procurement of a reduced total annual demand. In service contracts, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on the instant contract, multiplied by the appropriate contract labor rate. Unit cost reduction for savings in annual acquisition cost will be determined by: old annual demand (OAD) of the old item multiplied by the old unit cost (OUC) minus "new" annual demand (NAD) of the new part multiplied by the new unit cost (NUC) and this quantity divided by the "new" annual demand (NAD): $\{(OAD \times OUC) - (NAD \times NUC)\} / NAD$.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) 3 years after the first unit affected by the VECP is accepted or (2)

the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

- (i) In deliverable end item quantities only;

- (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

- (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

- (3) Identification of the unit to which the VECP applies.

- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.

- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be

liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(figures in percent)

Contract Type	Sharing Arrangement			
	Incentive (voluntary)		Program requirement (mandatory)	
	Instant contract rate	Concurrent and future contract rate	Instant contract rate	Concurrent and future contract rate
Fixed-price (other than incentive)	50	50	25	25
Incentive (fixed-price or cost)	+	50	+	25
Cost-reimbursement (other than incentive)++	25	25	15	15

+ Same sharing arrangement as the contract's profit or fee adjustment formula.

++Includes cost-plus-award-fee contracts.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract,

(ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant

contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased, as specified in subparagraph (h)(5) above, by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other

than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

I.54 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in

subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1 year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated,

including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause:

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (1) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (1), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(1) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

I.55 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)
(SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(R 7-1902.16 1968 FEB)

(R 1-8.705-1)

I.56 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if

authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.57 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on

a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.58 52.203-7001 SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)

(a) Definitions.

As used in this clause--

(1) "Arising out of a contract with the DoD" means any act in connection with--

(i) Attempting to obtain,

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) 10 U.S.C. 2408 provides that any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from:

(1) Working in a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) Serving on the board of directors of any DoD Contractor or first-tier subcontractor; or

(3) Serving as a consultant to any DoD Contractor or first-tier subcontractor.

(c) Unless waived, the prohibition in paragraph (b) applies for five years from the date of conviction.

(d) 10 U.S.C. 2408 further provides that a defense Contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the Contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as--

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibitions in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify--

- (1) The person involved;
- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and,
- (4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

I.59 52.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE
INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES
(INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

I.60 52.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause

defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

I.61 52.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS

MATERIALS (APR 1993)

(a) Definitions. As used in this clause--

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602)(40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

I.62 52.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

(End of clause)

I.63 52.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions. As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense (DoD)" means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at

the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract.

Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
Total.....			

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of clause)

I.64 52.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

I.65 52.247-7024 ISSUING DELIVERY ORDERS

a. Delivery orders as necessary to accomplish the work required under this contract may be issued by the Contracting Officer or by an Ordering

Officer(s) duly appointed in writing to act as Ordering Officer specific to this contract.

b. Each delivery order shall have specific quantities with maximum allowable time frames. Orders will be issued for a wide range of items and varying quantities within the realm of this contract. (Also see Contract Clause 52.216-19 entitled "Order Limitations".) Upon receipt of a delivery order by the Contractor, the Contractor shall have five normal work days to begin work. During the contract period, aggregate totals for some bid items may exceed the original estimated totals indicated during the bid process. Some bid items may not be required during the contract period. Listed are delivery order schedules:

DOLLAR RANGES	MAXIMUM ALLOWABLE TIME
-----	-----
\$ 500.00 - \$10,000.00	5 - 15 Working Days
\$10,000.01 - \$30,000.00	16 - 40 Working Days

c. Performance periods for delivery orders are based on the schedule above. The schedule does not take into account weather delays which will be allowed when the weather or conditions resulting from weather severely impact or prohibit performance of specified work. The Contracting Officer shall be the sole judge of weather delays and determining severe impact; his/her decision will be final. Specified times in the schedule are based on normal work days. Time stated for completion on delivery orders shall include site cleanup, as applicable.

(end of clause)

END OF SECTION I

SECTION J
LIST OF ATTACHMENTS

PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM Standard Form 33	Page A-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	Page B-1 thru B-12
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	Page C-1 thru C-17
SECTION E - INSPECTION AND ACCEPTANCE	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE	Page F-1
SECTION G - CONTRACT ADMINISTRATION DATA	Page G-1
SECTION H - SPECIAL CONTRACT REQUIREMENTS	Page H-1 thru H-4
Wage Determination No. 94-2309 Rev 14 dated 07/27/1998	

PART II - CONTRACT CLAUSES

SECTION I- CONTRACT CLAUSES	Page I-1 thru I-67
-----------------------------	--------------------

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS	Page J-1
---------------------------------	----------

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	Page K-1 thru K-11
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	Page L-1 thru L-8
SECTION M - EVALUATION FACTORS FOR AWARD	Page M-1 thru M-2

APPENDICES

APPENDIX A - GENERAL LOCATION MAP
APPENDIX B - PRE-USE PESTICIDE APPLICATION FORM POST-USE PESTICIDE APPLICATION FORM
APPENDIX C - EQUIPMENT LIST
APPENDIX D - SEEDLING TREE PLANTING
APPENDIX E - EXPERIENCE RECORD
APPENDIX F - ACCIDENT PREVENTION PROGRAM FORMS
APPENDIX G - SEED LIST
APPENDIX H - IDENTIFICATION REQUIREMENT
APPENDIX I - QUALITY ASSURANCE SURVEILLANCE PLAN

END OF SECTION J

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included

in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____
[] TIN has been applied for.
[] TIN is not required because:
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;
[] Partnership;
[] Corporate entity (not tax-exempt);
[] Corporate entity (tax-exempt);
[] Government entity (Federal, State, or local);
[] Foreign government;
[] International organization per 26 CFR 1.6049-4;
[] Other_____

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name_____

TIN_____

(End of provision)

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--
(i) The Offeror and/or any of its Principals--

(A) Are / / are not / / presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not / /, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are / / are not / / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not / /, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 0782.

(2) The small business size standard is \$5 million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.6 52.219-2 EQUAL LOW BIDS (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

K.7 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard

applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

(End of provision)

K.8 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror represents as follows:

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

(End of provision)

K.9 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

K.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It /_/ has, /_/ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(R 7-2003.14(b) 1979 SEP)

(R 1-12.805-4)

K.12 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is /_/ is not /_/ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)
(AV 7-2003.71 1977 JUN)
(AV 1-1.2302-1)

K.13 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

/___/ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

/___/ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

/___/ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

/___/ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

/___/ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K.14 52.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Definitions.

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

K.15 52.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

[] I hereby certify that by submission of a bid/offer I agree to the requirements stated in FAR 52.223-5, above.

K.17 52.247-7022 AUTHORIZATION

This contract is effected pursuant to 10 USC 2304.

(end of clause)

END OF SECTION K

SECTION L
INSTRS., CONDS., AND NOTICES TO OFFERORS

L.1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

L.2 52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

L.3 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

L.4 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 2-201(b)(xiii))

(R 1-2.201(a)(11))

L.5 52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

L.6 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

(R SF 33A, Para 3, 1978 JAN)

L.7 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is

received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office To Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of

bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(End of provision)

L.8 52.214-9 FAILURE TO SUBMIT BID (JUL 1995)

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a bid and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

(End of provision)

L.9 52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

L.10 52.214-12

PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

(R SF 33A, Para 2, 1978 JAN)

L.11 52.214-17

AFFILIATED BIDDERS (APR 1984)

(a) Business concerns are affiliates of each other when, either directly or indirectly, (1) one concern controls or has the power to control the other, or (2) a third party controls or has the power to control both.

(b) Each bidder shall submit with its bid an affidavit stating that it has no affiliates, or containing the following information:

(1) The names and addresses of all affiliates of the bidder.

(2) The names and addresses of all persons and concerns exercising control or ownership of the bidder and any or all of its affiliates, and whether they exercise such control or ownership as common officers, directors, stockholders holding controlling interest, or otherwise.

(End of provision)

(R 7-2003.12 1974 APR)

L.12 52.216-1

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed-Price contract resulting from this solicitation.

(End of provision)

L.13 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U. S. Army Engineer District, St. Louis
1222 Spruce Street, Room 4.207
St. Louis, Missouri 63103-2833

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.14 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

(R 7-2003.39 1969 OCT)

L.15 52.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

L.16 52.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) Definitions. As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to

identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

(End of clause)

L.17 52.204-7004 TELEGRAPHIC MODIFICATIONS

Telegraphic bids/offers are not authorized, however, modification or withdrawal of bids/offers by telegram is authorized provided telegraphic notice is submitted so as to be received in the office designated in this Solicitation not later than the exact time set for opening of bids/receipt of proposals. The telegraphic modification or withdrawal received in such office by telephone from the receiving telegraph office not later than the time set for opening of bids/receipt of proposals shall be considered if such message is confirmed by the telegraph company by sending a copy of the telegram which formed the basis for the telephone call. NOTE: The term "telegram" includes mailgrams.

(end of clause)

L.18 52.204-7004 CHANGES IN SPECIFICATIONS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications and/or drawings prior to the date set for opening of bids/receipt of proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to the solicitation. Copies of such amendments as may be issued will be furnished to all prospective bidders/offerors. If the revisions and amendments are of a nature which require material changes in quantities, or prices bid, or both, the date set for opening of bids/receipt of proposals may be postponed by such number of days as in the opinion of the Contracting Officer will enable the bidders/offerors to revise their bids. In such cases the amendment will include an announcement of the new date for opening of bids/receipt of proposals.

(end of clause)

L.19 52.204-7004 QUALITY OF ARTICLES, MATERIALS AND EQUIPMENT

(a) Articles, materials, and equipment to be incorporated into the work under the contract shall be new and unused unless otherwise specified.

(b) All materials, supplies or articles required in the work shall be standard products of reputable manufacturers and suitable for the intended use. Unless so directed by the Contracting Officer, tests of these items will not be required, but such items will be subject to the approval of the Contracting Officer. Tests, if directed, shall be in conformity with approved modern methods for the particular item and class of work.

(c) Except as otherwise provided, all costs of all tests, exclusive of the expenses of the Government representative, shall be borne by the Contractor and no separate payment will be made therefor.

(end of clause)

L.20 52.204-7004 CLARIFICATION OF REQUIREMENT

Prospective bidders/offerors should carefully examine the solicitation and fully inform themselves as to the conditions and matters which can in any way affect the work or the cost thereof. Should a prospective bidder/offeror find discrepancies in, or omissions from, the solicitation or other documents, or should he be in doubt as to their meaning, he should at once notify Regina Pucel, Area Code 314-331-8509 , and obtain clarification prior to submitting his bid.

(end of clause)

END OF SECTION L

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.2 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of provision)

(R E-504.5 1976 JULY)

(R 1-30.504-6)

M.3 52.232-15 EVALUATION AND AWARD, ALTERNATE III

The Government will evaluate bids for award purposes by multiplying the estimated quantities shown in the bidding schedule by the unit prices bid and adding the total amounts thus calculated for the base bid plus Renewal Option Year 1, Renewal Option Year 2, Renewal Option Year 3, and Renewal Option Year 4. The grand total so calculated by combining these amounts will be the basis for the evaluation of bids. Award will be made as a whole to the lowest responsible bidder complying with the requirements of these specifications and deemed to be in the best interest of the Government.

(end of clause)

M.4 52.232-15 ARITHMETIC DISCREPANCIES EFARS 52.214-5000

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so

reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

M.5 52.232-15 EXPERIENCE RECORD

Each bidder/offeror shall state on the "Experience Record" (see Appendix E) provided therefor whether he/she is now or ever has been engaged in any work similar to that covered by this Solicitation. The successful bidder/offeror may also be required to submit such additional information as will tend to show his/her ability to prosecute vigorously the work required by these specifications.

(end of clause)

END OF SECTION M

U. S. ARMY CORPS OF ENGINEERS
ST. LOUIS
CLARENCE CANNON DAM AND MARK TWAIN LAKE
CHEMICAL USAGE WORK SHEET
PRE-USE PESTICIDE APPLICATION FORM

CONTRACT / LEASE NO. DACW43-_____ TRACT NO. _____

CONTRACTOR/LESSEE _____

Address: _____

City: _____ ST _____ Phone _____

APPLICATOR'S NAME _____ STATE LICENSE NO. _____

Address: _____ Category Title: _____

City: _____ ST _____ Date of Expiration: _____

Phone: _____

TARGET PEST _____

DESCRIPTION OF TREATED AREA _____

PESTICIDES (TRADE NAME) _____

FORM APPLIED _____

ACTIVE INGREDIENTS _____

EPA REGISTRATION _____ EPA CLASSIFICATION _____

ADDITIONAL REMARKS _____

DISAPPROVED BY: _____ DATE: _____

Dennis D. Foss
Operations Manager

APPROVED BY: _____ DATE: _____

Dennis D. Foss
Operations Manager

- **Pesticides must be approved by the Mark Twain Lake Project Office before pesticides are applied.**

U. S. ARMY CORPS OF ENGINEERS
ST. LOUIS
CLARENCE CANNON DAM AND MARK TWAIN LAKE
CHEMICAL USAGE WORK SHEET
POST-USE PESTICIDE APPLICATION FORM

CONTRACT / LEASE NO. DACW43-_____

CONTRACTOR/LESSEE _____ APPLICATOR'S NAME _____
Address: _____ Address: _____
City: _____ ST _____ City: _____ ST _____
Phone: _____ Phone _____

TARGET PEST _____
DESCRIPTION OF TREATED AREA _____
PESTICIDES (TRADE NAME) _____
FORM APPLIED _____
ACTIVE INGREDIENTS _____

EPA REGISTRATION _____ EPA CLASSIFICATION _____

POST APPLICATION

HOW THE PESTICIDE WAS MIXED: _____ APPLICATION RATE _____

TIME OF DAY	AIR TEMP	RELATIVE HUMIDITY	CLOUD COVER	WIND DIRECTION AND SPEED	ACREAGE TREATED
_____	_____	_____	_____	_____ MPH	_____ AC

APPLICATION EQUIPMENT USED _____ AMOUNT APPLIED _____
_____ I _____

DISPOSAL INFORMATION

DISPOSAL DATE _____
METHOD _____
LOCATION _____
ADDITIONAL REMARKS _____

***Post-use pesticide application forms must be completed and submitted to the Mark Twain Lake Project Office within 48 hours of completion of application.**

EQUIPMENT LIST

CONTRACT NUMBER:
FOR:
CONTRACTOR NAME:
CONTRACTOR ADDRESS:

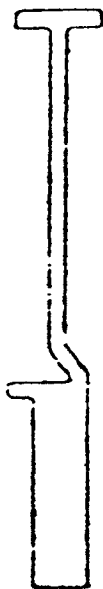
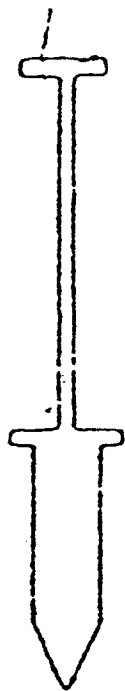
SERIAL NUMBER	MNFCTR	MODEL	TYPE	CAPACITY	AGE	CONDTN	LOCATION
MISC. EQUIPMENT:							

I hereby certify that the above described equipment has been inspected and is in strict compliance with the contract specification and in accordance with safety requirements set forth in all applicable Federal, State and Local safety regulations. Corps of Engineers manual. EM-385-1-1, entitled "Safety and Health Requirements Manual Sept. 1996.

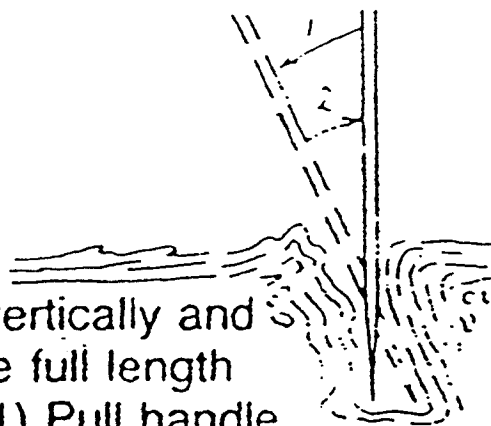
_____ SIGNATURE

_____ DATE

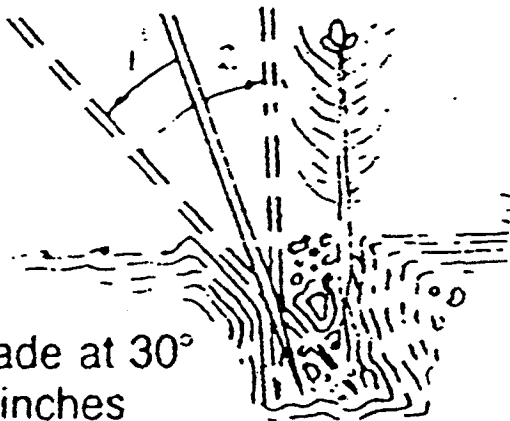
SEEDLING TREE PLANTING



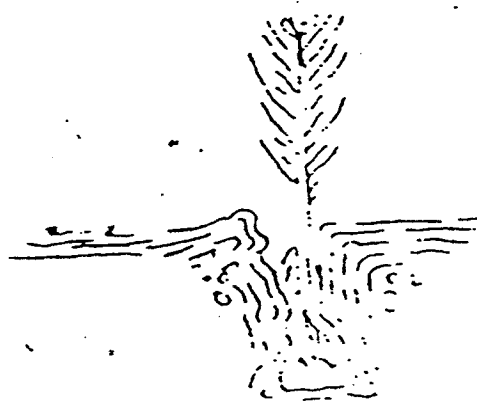
Hold bar vertically and drive blade full length into soil. (1) Pull handle toward you 4 to 5 inches, then (2) make a similar thrust in opposite direction.



Tree planting bars have blades 3 to 4 inches wide and are 10 to 11 inches long.



Drive blade at 30° angle 3 inches behind seedling. (1) Pull bar toward you, then (2) push forward to close bottom and top of slit. Removal of the bar leaves a hole which should be closed to prevent soil drying near roots.



Remove bar; insert seedling and shake roots out straight in slit.

EXPERIECE RECORD

The following information is to be used only in determining responsibility of the bidder and will NOT become a part of the contract.

Bidder/Offer is requested to furnish the information below pertaining to business performed for/with other Government agencies (Federal, state or Local) or private industry.

NAME AND ADDRESS OF GOVERNMENT AGENCY OR PRIVATE INDUSTRY	PERSON TO CONTACT	TELEPHONE NUMBER	CONTRACT NO. (if applicable)	DATE OF CONTRACT
--	-------------------------	---------------------	---------------------------------	------------------------

CLARENCE CANNON DAM AND MARK TWAIN LAKE
APPENDIX E

ADMINISTRATIVE PLAN

Willingness to correct safety hazards detected by the Corps is commendable, but a poor substitute for a positive program that prevents or detects and corrects hazards.

Contractor		Contract Name & No.		Date
1		2		3
Project Superintendent		Shifts/day	Hours/shift	Maximum employees/shift
4		5	5a	5b
Superintendent's training in Corps' safety requirements				
6				
Major Units of Equipment				
7				
Who will inspect equipment?		Inspector's qualifications		Inspection frequency?
8		8a		8b
Who is responsible for operators' physicals?		Location of all records		Day and hour weekly safety meeting
9		10		11
Who is responsible for employee training?		Who will orient new employees?		
12		13		
Who is responsible for clean-up?		Where will drinking water be obtained?		
14		15		
Who will investigate accidents?		Who is responsible for providing personal protective equipment?		
16		17		
Name Doctors, Hospitals & Ambulance services with whom arrangements have been made for this contract.				
Doctor		Hospital		Ambulance
18		18a		18b
What form of communication will be used to summon ambulance?				
18c				

ACCIDENT PREVENTION PROGRAM JOB HAZARD ANALYSIS

1. Contract No.	2. Project	3. Facility
4. Date	5. Location	6. Estimated Start Date
7. Item	8. Phase of Work	9. Safety Hazard
		10. Precautionary Action Taken
<div>11. Contractor (Signature & date)</div>		
<div>12. Report discussed with contractor/superintendent on _____</div> <div>Area/Resident Engineer (Signature)</div>		<div>13. Contracting Officer (Signature & date) or Contracting Officer Representative</div>

SEED LIST

I. Agricultural Seed

1. Milo (Red)
2. Wheat (Winter)
3. Buckwheat
4. Proso-millet-white
5. Sunflower-Peredovik
6. Corn

II. Legume Seed

1. Korean Lespedeza (Hulled)
2. Red Clover

III. Warm Season Grass (Pure Live Seed)

1. Indian Grass-Rumsey
2. Big Blue Stem, Round Tree
3. Little Blue Stem, Aldon
4. Switch Grass, Blackwell

FOR IDENTIFICATION

Information Sheet

Serial No. _____

Name U.S. Army Corps Of Engineers

Address Mark Twain Lake

20642 Highway J

Monroe City, MO 63456

County Ralls

Comp 21 Field A

Field No.

1

Sample No.

COMPARTMENT 21

<u>Field</u>	<u>Acres</u>	<u>Soil Cores / Sample</u>	<u>Soil Samples / Field</u>
1B	16.7	20	1
1K	12.2	10	1
1P	17.0	15	1
1W	6.1	5	1
1R	38.0	20	2
1Y	11.0	10	1
1V	2.6	5	1
1Z	19.1	20	1

Total soil tests per compartment: 4

The field entrances for all fields is located south of Highway 154, approximately eleven (11) miles east of Paris in the old town of Vector Area access along County road 154.

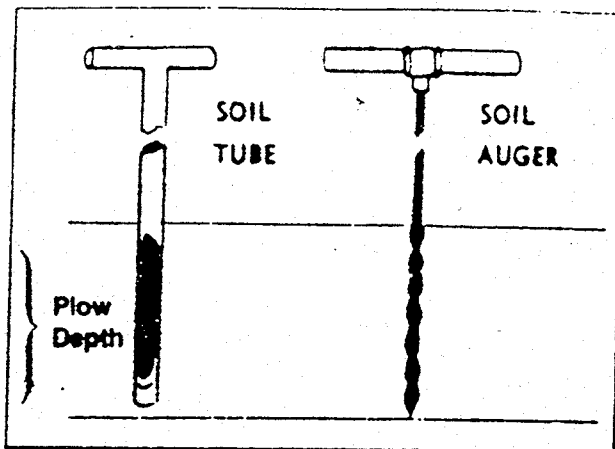


Figure 1. Soil probes and augers are best tools for soil sampling

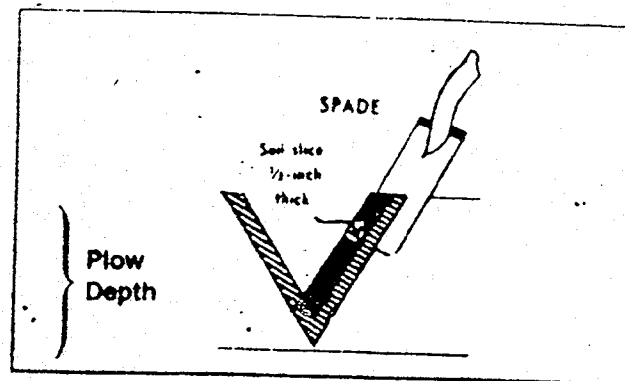


Figure 2. Sampling with a shovel. First dig out a clean hole. Then shave a thin slice to the proper depth from a side. Use the center portion of the slice, about 1 inch wide, for a subsample.

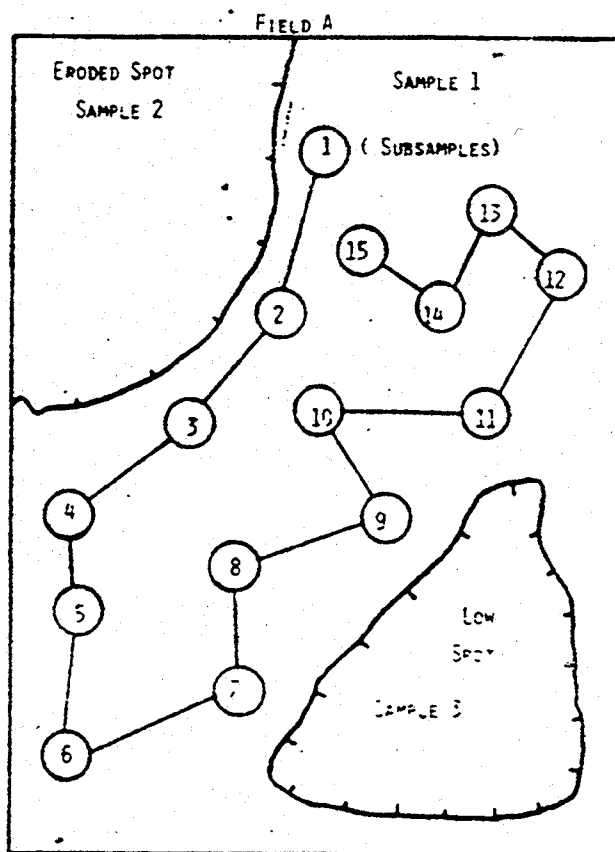


Figure 4. Soil type and fertilizer overlaps or skips cause large variability in soil fertility of a field. Fifteen to 20 individual soil cores per composited soil sample will average out those differences. The goal in fertilizer application is to fertilize for the average nutrient requirements of a field area.

QUALITY ASSURAND SURVEILLANCE PLAN

1. Quality Assurance Surveillance Plan (QASP). This Plan will be used to assure the Government that the work specified under this contract is completed satisfactorily. Surveillance will be conducted three ways.

1.1 Inspection Procedures

1.1.1 Planned Inspection. A planned inspection surveillance of work may be used due to individual importance or cost, and/or where the Contractor has a record of poor performance; surveillance population small; or services to be monitored are at several sites and can be scheduled to conserve inspection travel time.

1.1.2 100% Inspection. This is an inspection method whereby all observations are monitored, and is used when contract requirements are critical or occur infrequently and the surveillance population is small.

1.1.3 Customer Complaints. This is an inspection method initiated by the receipt of customer complaints concerning the Contractor's performance.

1.2 Monitoring. Inspections of all services performed under the contract will be performed according to a schedule developed by the Government.